



ADDENDUM No. 3

AUGUST 20, 2024

Solicitation Title: **Construction Engineering and Inspection (CEI) Pedestrian Bridge Replacement Over C-8 Canal**

Solicitation No.: **RFQ No. 60-23-24** Due Date: **WEDNESDAY, SEPTEMBER 4, 2024
BY NO LATER THAN 3:30 PM**

Attention all prospective bidders

- ☒ **MUST Addendum:** Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged by checking the box indicated on the City's Contract Form A-5, Acknowledgement of Addendum(s), and submitted as part of your Proposal.

To all prospective bidders, please note the following changes and clarifications:

The deadline for submittal of proposals has been extended as follows:

SUBMITTAL DEADLINE:

Tuesday, August 27, 2024, **WEDNESDAY, SEPTEMBER 4, 2024**, By No Later Than 3:30 p.m.
(Local Time)

Requests for Clarification/Questions Received:

- Q.1** Would the City please advise what the CEI budget is for this contract?
- A.1** Pursuant to Section 337.168, Florida Statutes, a document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration. Therefore, the cost estimate for this project will not be provided.
- Q.2** Form A-9 "Bid Bond" is included in the RFQ on PDF page 86 but is not a requirement per the proposal instructions. Is a bid bond required for this effort?
- A.2** Form A-9 "Bid Bond" is not applicable for this solicitation.
- Q.3** Form A-10 "Performance Bond" is included in the RFQ on PDF page 88 but is not a requirement per the proposal instructions. Is this required in the submission for this effort?
- A.3** Form A-10 "Performance Bond" is not applicable for this solicitation
- Q.4** Form A-11 "Labor and Material Payment Bond" is included in the RFQ on PDF page 91 but is not a requirement per the proposal instructions. Is this required in the submission for this effort?

- A.4 Form A-11 “Labor and Material Payment Bond” is not applicable for this solicitation**
- Q.5** Would the City please provide the plans for this project?
- A.5 See attached plans and technical specifications for this project as Attachment “A”**
- Q.6** Could you please provide all design documents related to the project?
- A.6 See Response to Question A.5**
- Q.7** Could you please provide the estimated start date for the contract?
- A.7 The anticipated start date for this project is October 21, 2024.**
- Q.8** What is the estimated duration of the contract? Additionally, have any additional days for pre-construction and post-construction/final-package services been factored into the total estimated duration?
- A.8 The estimated duration of the project from Notice to Proceed is 365 days, includes pre- and post-construction.**
- Q.9** Could you share the estimated budget for all the CEI (Construction Engineering and Inspection) services required?
- A.9 See Response to Question A.1.**
- Q.10** Estimated CEI staff members needed to cover and report on all construction operations and project administration?
- A.10 Respondent will need to determine effort and staff needed.**
- Q.11** Will the City be providing laboratory services for verification testing and acceptance of materials to be used in the construction of the new bridge over the C-8 Canal?
- A.11 Yes.**
- Q.12** Will the City be providing the surveying control services?
- A.12 No, this is the responsibility of the Contractor.**
- Q.13** Will the City also handle public information and community outreach specialist services?
- A.13 Yes.**
- Q.14** PDF Page 25 of the RFQ states that Form A-4 “Questionnaire Instructions” is to be included in Tab K – RFQ forms, however, the questionnaire is not included in the RFQ. Would the City please provide this form?
- A.14 <https://northmiamifl.gov/217/Contract-Forms>**
- Q.15** Will the Committee provide a live opening after submission?
- A.15 The bid opening will be live streamed.**

- Q.16** Bid Form describes several items that include roadway, landscaping, hardscaping, signalization, and irrigation that are not in the plans, is this correct and can those plans be provided?
- A.16** The original Bid Form in the construction Solicitation is being replaced by means of addendum to IFB No. 59-23-24.
- Q.17** Is the Geotechnical Specialty Engineer the responsibility of the CEI/City or the Contractor?
- A.17** The City will be responsible for the Geotechnical Specialty Engineer.
- Q.18** SFWMD General Permit No. MOD 10649 – Expired May 31st, 2024, has this been renewed?
- A.18** See Attachment “B”.
- Q.19** With regards to utilities to be removed from the bridge, can the limits be defined for the removal.
- A.19** The minimum limits for utility removal are the footprint of the new bridge. The contractor has to decide what additional length of utilities to remove outside the footprint to have space to install the new bridge, based on his means and methods.
- Q.20** Do existing abandoned utilities get cut, capped, and grouted or is full removal required?
- A.20** Cut, capped, and grouted is okay.
- Q.21** Is there a TSP for the pedestrian bridge?
- A.21** Yes, there is a TSP for the Micro-Piles on the project.
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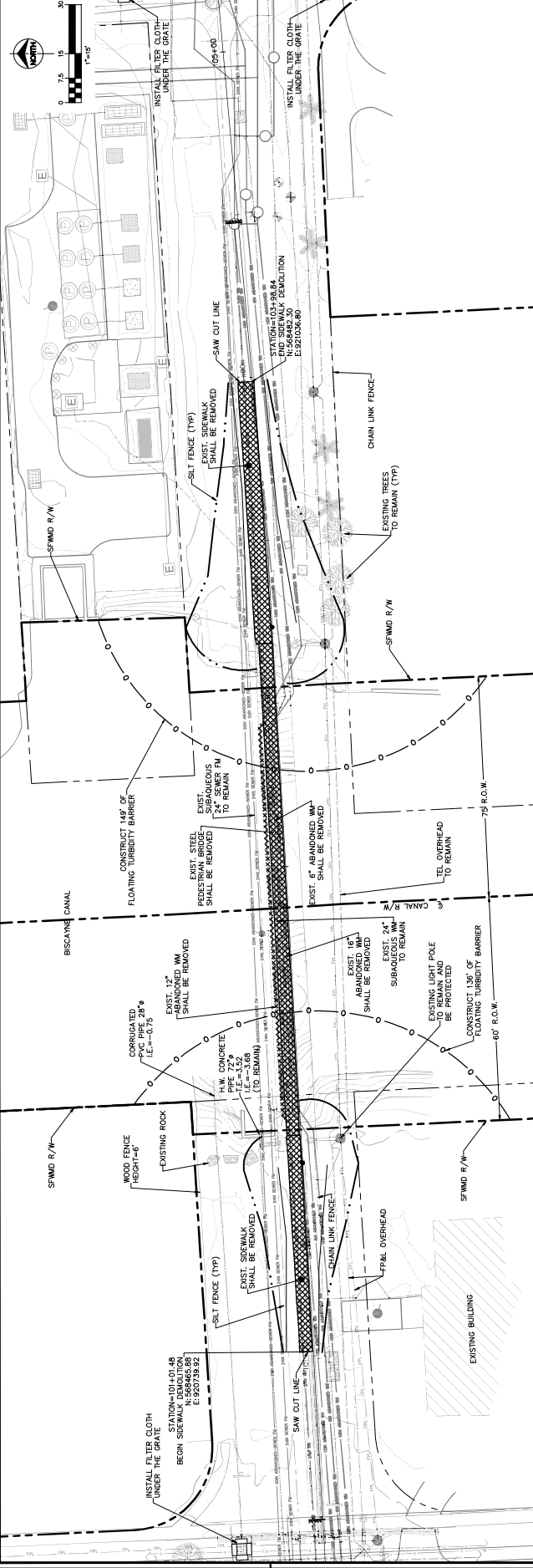
All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum

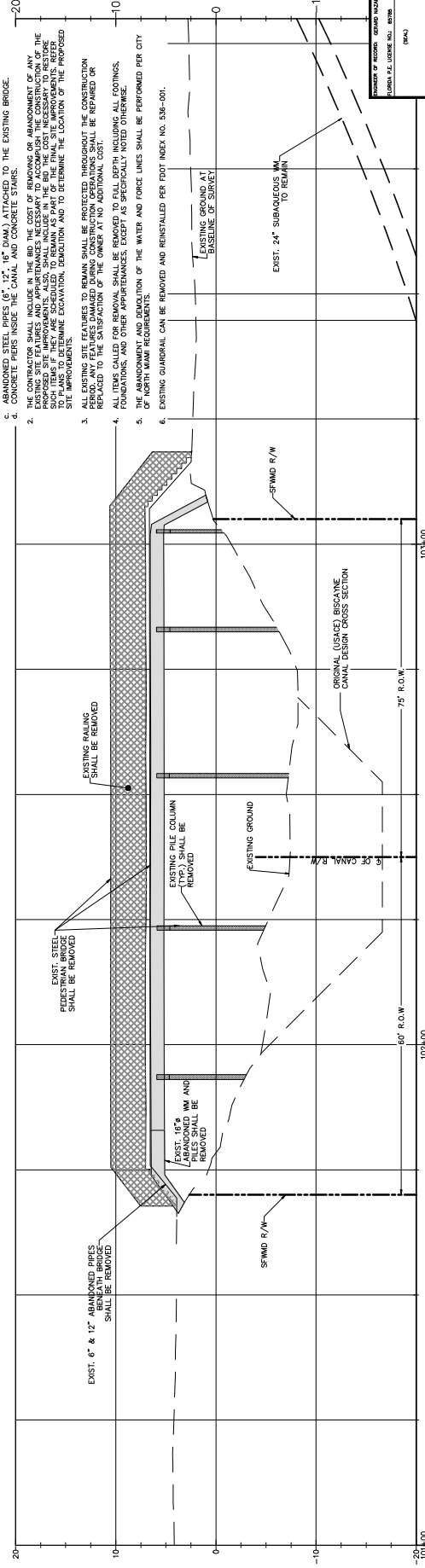


Attachment "A"

Plans and Technical Specifications



EXISTING SITE PLAN
SCALE: 1" = 15'



EXISTING PROFILE
SCALE: 1" = 10' H / 1"

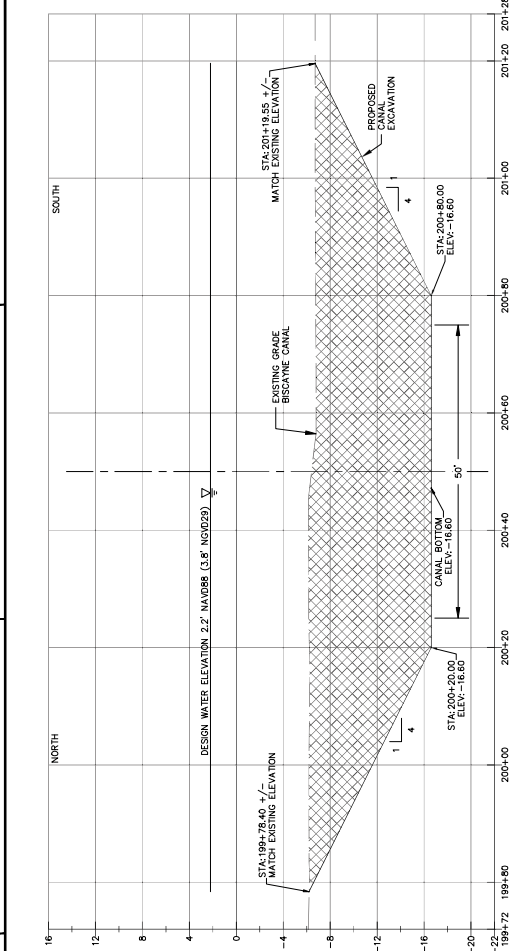
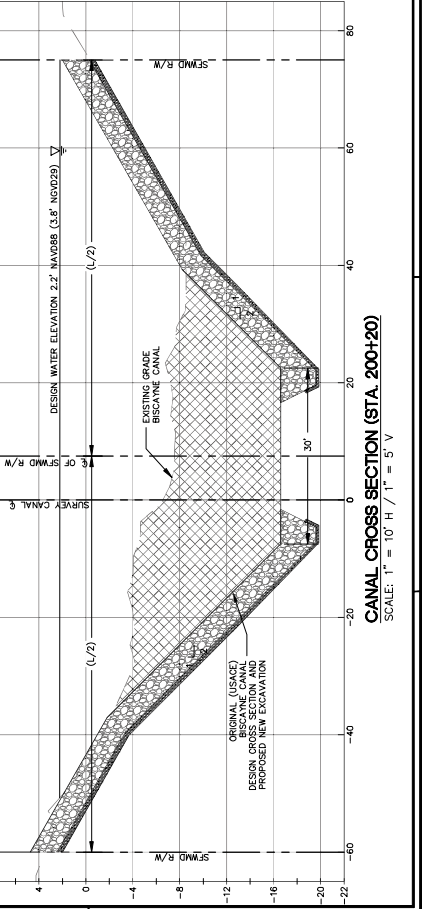
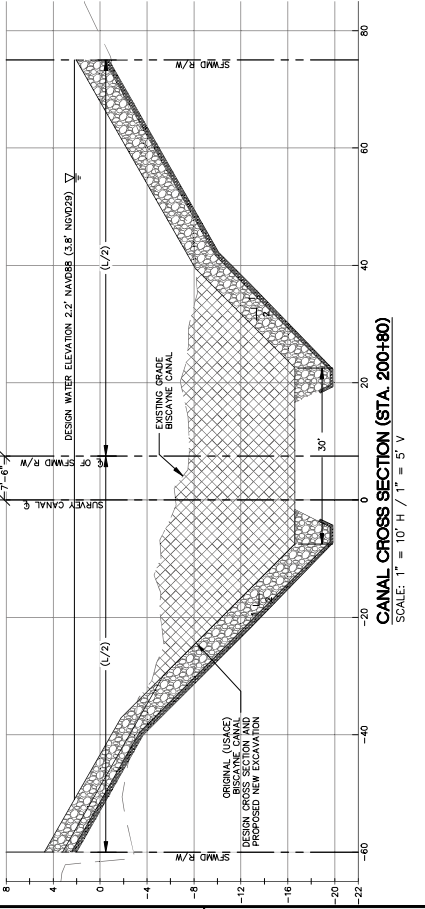
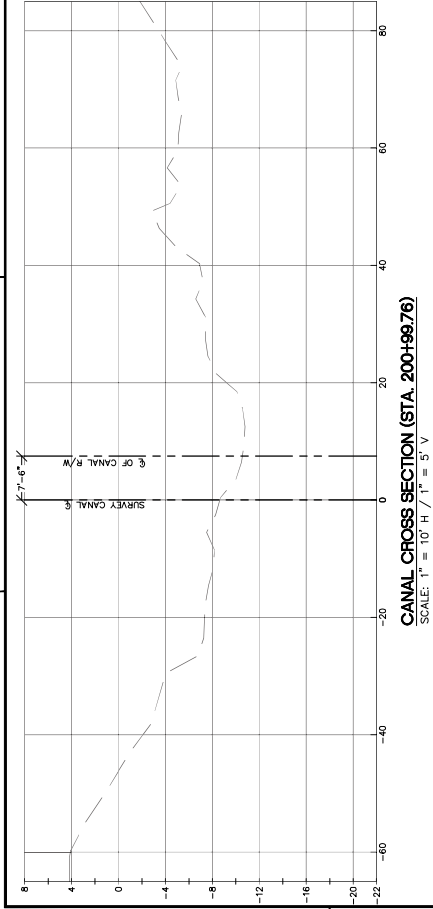
This item has been digitally signed and sealed by GERARD NAZAIRE on the date adjacent to the seal. Printed copies of digitally signed, dated, and sealed documents are not considered signed and sealed.

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TYPICAL SIDEWALK DETAIL D

SCALE: 1" = 5'

C006 C006

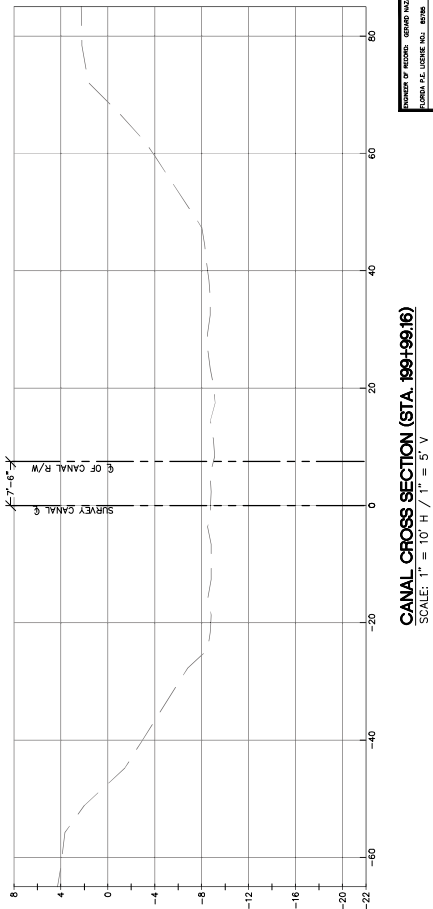


CANAL PROFILE
SCALE: 1" = 10' H / 1" = 5' V

LEGEND:

	OUT
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ITEM	UNIT	QUANTITY
CANAL EXCAVATION	C.Y.	2777



PROJECT NAME: CANAL EXCAVATION

PROJECT NUMBER: C007

DATE: 10/20/2023

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 10/20/2023

PROJECT NAME: CANAL EXCAVATION

PROJECT NUMBER: C007

DATE: 10/20/2023

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 10/20/2023

This item has been digitally signed and sealed by CURELBO NAGABE on the date 10/20/2023 at 10:20:00 AM. The digital signature, date, and sealed documents are not considered signed and sealed.

1. ALL MICROPILES SHALL BE INSTALLED TO THE TIP ELEVATIONS SHOWN IN THE PLANS. THE TIP ELEVATION IS THE HIGHEST ELEVATION THE MICROPILE TOP SHALL BE CONSTRUCTED UNLESS LOAD, ROCK, OR CURE TEST, OR OTHER GEOTECHNICAL TEST DATA ARE OBTAINED, AND THE PERFORMANCE OF THE MICROPILE IS NOT ADOPTED. THE TIP ELEVATION SHALL BE AUTHORIZED BY THE ENGINEER. THE TIP ELEVATION SHALL BE RECORDED IN AS-BUILT PLANS.
2. THE MINIMUM TIP ELEVATION IS THE TIP ELEVATION REQUIRED FOR LATERAL STABILITY (TO BE DETERMINED BY THE STRUCTURAL ENGINEER). THE ACTUAL TIP ELEVATION SHALL BE THE HIGHER OF THE TIP ELEVATION REQUIRED FOR LATERAL STABILITY AND THE TIP ELEVATION REQUIRED FOR THE DESIGN OF THE MICROPILE.
3. THE TIP ELEVATION SHALL BE THE HIGHER OF THE TIP ELEVATION REQUIRED FOR LATERAL STABILITY AND THE TIP ELEVATION REQUIRED FOR THE DESIGN OF THE MICROPILE.
4. THE TIP ELEVATION SHALL BE THE HIGHER OF THE TIP ELEVATION REQUIRED FOR LATERAL STABILITY AND THE TIP ELEVATION REQUIRED FOR THE DESIGN OF THE MICROPILE.
5. THE TIP ELEVATION SHALL BE THE HIGHER OF THE TIP ELEVATION REQUIRED FOR LATERAL STABILITY AND THE TIP ELEVATION REQUIRED FOR THE DESIGN OF THE MICROPILE.
6. THE TIP ELEVATION SHALL BE THE HIGHER OF THE TIP ELEVATION REQUIRED FOR LATERAL STABILITY AND THE TIP ELEVATION REQUIRED FOR THE DESIGN OF THE MICROPILE.
7. THE NEED FOR SIGNIFICANT GROUNDWATER CONTROL MAY BE ANTICIPATED DURING CONSTRUCTION. THE DESIGNER SHOULD BE AWARE THAT AN UNKNOWN QUANTITY OF GROUNDWATER MAY HAVE TO BE PUMPED FROM THE CONSTRUCTION AREA TO MAINTAIN THE TIP ELEVATION OF THE MICROPILES FOR THE CONSTRUCTION OF THE PILE CAPS. THE TOP OF THE MICROPILES SHOULD BE OVER THE MAXIMUM WATER ELEVATION DURING CONSTRUCTION TO HELP PROVIDE A POSITIVE GROUT PRESSURE. AFTER MICROPILE CONSTRUCTION IS COMPLETED, THE GROUNDWATER LEVEL SHOULD BE MONITORED TO DETERMINE IF THE TIP ELEVATION HAS SETTLED. THE FINAL PILE TOP ELEVATION CAN BE DETERMINED BY THE TIP ELEVATION REQUIRED FOR LATERAL STABILITY AND THE TIP ELEVATION REQUIRED FOR THE DESIGN OF THE MICROPILE.

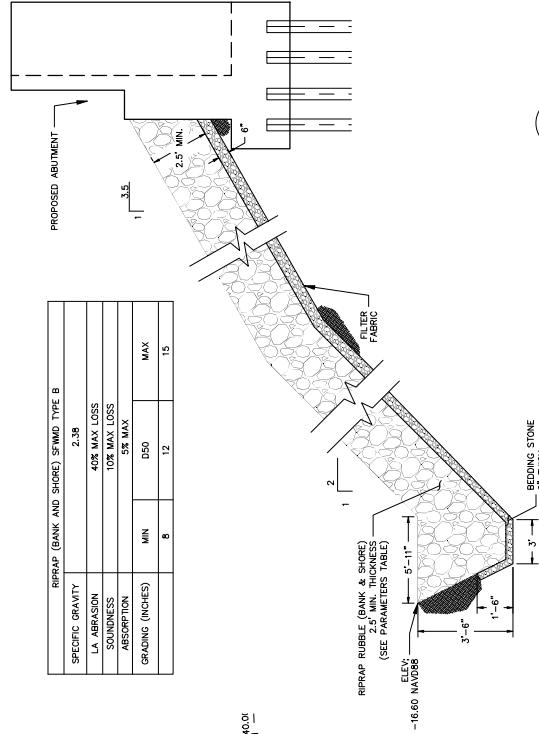
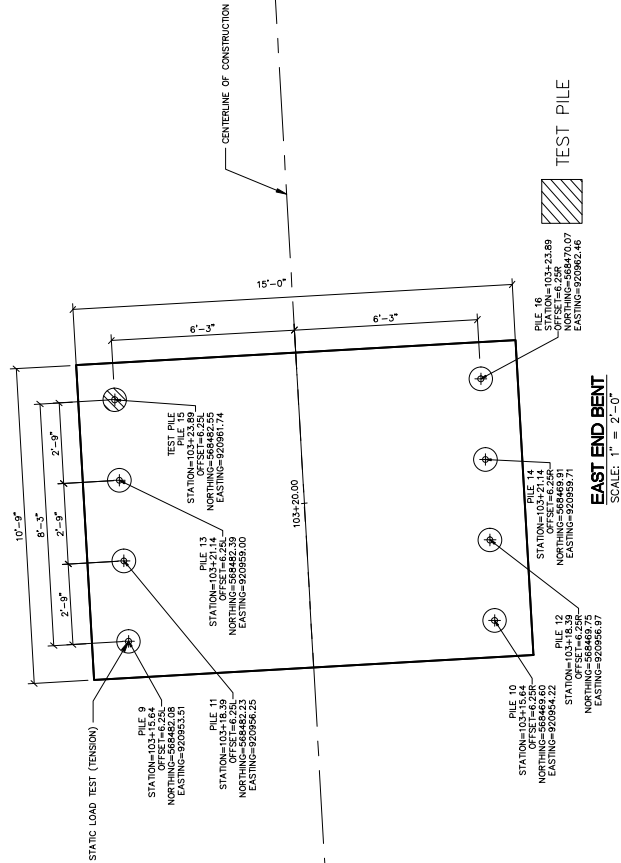
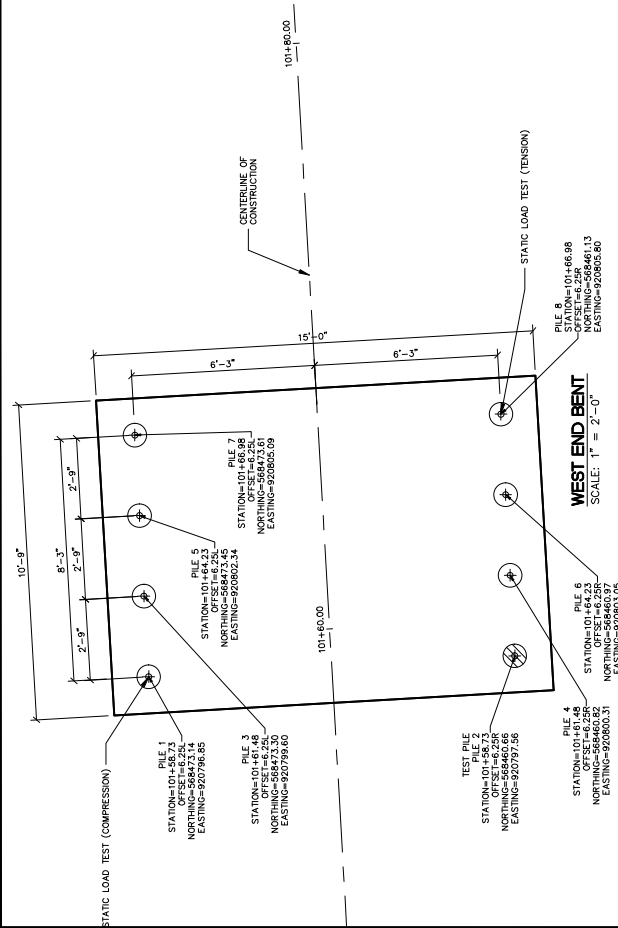
3. FOLLOWING THE TEST PILE PROGRAM, A LETTER WILL BE ISSUED BY THE GEOTECHNICAL ENGINEER FOR PRODUCTION PILE LENGTHS AND TIP ELEVATIONS. PRODUCTION PILE INSTALLATION SHALL NOT COMMENCE UNTIL THE PRODUCTION PILE LENGTH AND THE TIP ELEVATION HAVE BEEN ISSUED BY THE GEOTECHNICAL ENGINEER AND APPROVED BY THE CITY OF NORTH MIAMI.

4. THE BORINGS ENCOUNTERED VERY DENSE SAND AND/OR HARD LIMESTONE. THE CONTRACTOR SHALL ADVISE THE GEOTECHNICAL CONSULTANT OF THEIR DEPTH AS SUCH. THE MICROPILE CONTRACTOR SHALL BE FAMILIAR WITH THE MEANS AND METHODS TO INSTALL MICROPILES IN SAND AND HARD LIMESTONE AS WELL AS LOOSE SAND/WEAK LIMESTONE. SAND/HARD LIMESTONE AND/OR EXCAVATING THROUGH VERY DENSE DOWLING, PENETRATING, AND/OR EXCAVATING THROUGH VERY DENSE SANDS AND HARD LIMESTONE FORMATION MAY REQUIRE SPECIAL EQUIPMENT DUE TO THE PRESENCE OF LOOSE SOIL ZONES AND POROUS LIMESTONE. IF POSSIBLE, WITH LOSS OF MATERIAL, DRILLING, AND/OR EXCAVATION SURROUNDINGS TO THIS AREA, WILL BE EMPLOYED DURING EXCAVATION AND IS TYPICAL IN THIS FORMATION.

5. SEE TSP455 FOR ADDITIONAL MICROPILE REQUIREMENTS.

6. THE CONSTRUCTION OF THE BRIDGE END BENT PILE CAPS WILL BE PERFORMED NEAR THE EDGE OF THE C-8 CANAL. IN ADDITION, THE INSTALLATION OF THE MICROPILES WILL REQUIRE FLUSHING OF THE DRILLING CUTTINGS, AND SLURRY FROM THE SOIL AND GROUT. BOTH CONSTRUCTIONS

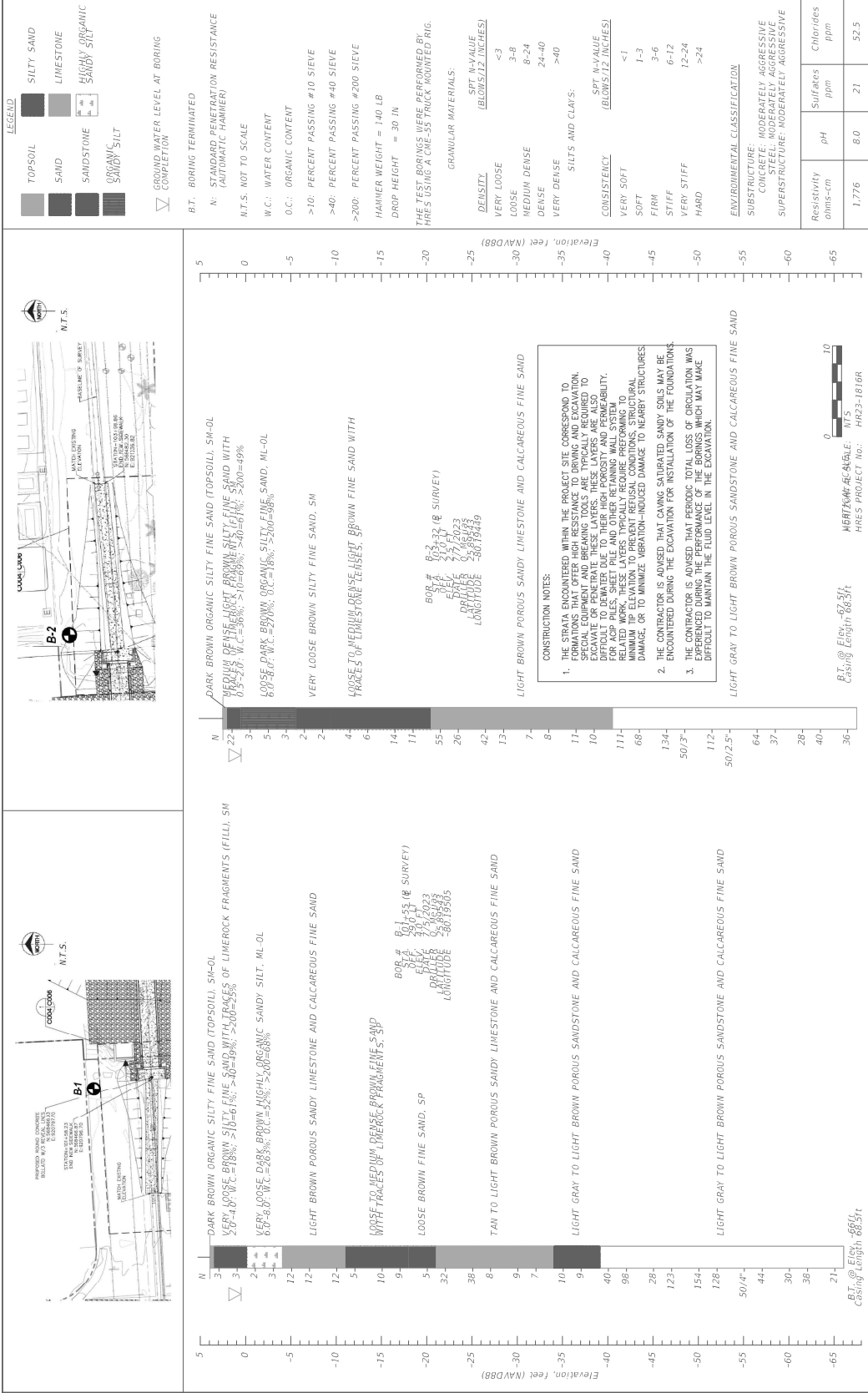
MICROPILE DATA TABLE										
INSTALLATION CRITERIA			DESIGN CRITERIA							
(1) PILE TIP SIZE (FT.)	(2) MIN TIP ELEV. (FT.)	SINK. ROCKET MIN. SOCKET LENGTH (FT.)	(3) MIN ROCKET ELEVATION (FT.)	FACTORED DESIGN LOAD (tons)	FACTORED DESIGN UPIFT LOAD (tons)	DOWN DRAG ELEVATION (ft.)	100 YEAR SOIL RESISTANCE (ft.)	ϕ COMPRESSION	ϕ UPLIFT	TOP OF MICROPILE ELEVATION (FT.)
10.75*	-50		10	-40	56	8.0	N/A	0.7	0.6	-0.77

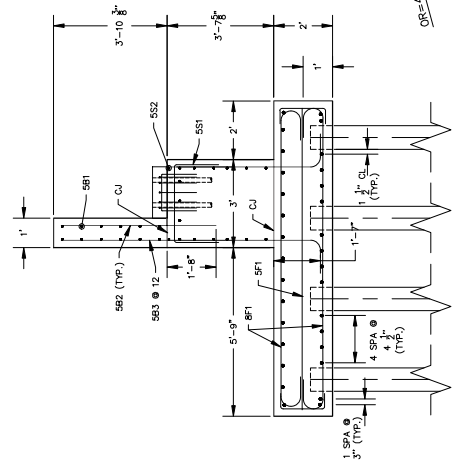


RIP RAP DETAIL
SCALE: 1" = 2'
C005 S001
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This item has been digitally signed and sealed by GERARD NAZAIRE on the date
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This item has been digitally signed and sealed by GERAUD NAZAIRE on the date adjacent to the seal. Printed copies of digitally signed, dated, and sealed documents are not considered signed and sealed.





This item has been digitally signed and sealed by Nestor Santana on the date adjacent to the seal. Printed copies of digitally signed, dated, and sealed documents are not considered signed and sealed.

City of North Miami



Technical Specifications For

Pedestrian Bridge Replacement Over the C-8 Canal (Biscayne Canal)

RJB Project 20039

Prepared by:



R.J.Behar & Company, Inc.
Engineers • Planners

6861 S.W. 196th Avenue, Suite 302
Pembroke Pines, FL 33332

This item has been digitally signed and sealed by Nestor Santana, P.E. on the date adjacent to the seal. Printed copies of this Document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: August 21, 2023
FL License No.: 85785
Firm Name: RJ Behar & Company, Inc.
Firm Address: 6861 SW 196th Avenue
City, State, Zip Code: Pembroke Pines, FL 33332
Pages: 1-8

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**SPECIAL PROVISIONS
FOR**

**Pedestrian Bridge Replacement
Over the C-8 Canal**

1. SECTION 1, GENERAL

The applicable portions of the July 2021 Edition of the FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and its supplements with changes pertaining thereto, as amended by the general Specifications and the following Special Provisions; all are hereby made a part of this Contract. All testing, as required, shall be the responsibility of the Contractor, who shall submit test results to the City Inspector for his approval. Further, the applicable portions of the SOUTH FLORIDA BUILDING CODE, the CITY OF NORTH MIAMI and MIAMI DADE COUNTY STANDARDS, shall apply to this project.

Unless otherwise noted, all page references in the Special Provisions refer to the Florida Department of Transportation's STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION. All references to the Florida Department of Transportation (Department) as it relates to the Owner shall refer to the City of North Miami.

2. LOCATION OF WORK

The area where the work is to be performed is located between N.E. 2nd Avenue and Griffing Boulevard, approximately 1,400-feet south of the existing N.E. 135th Street, **in the City of North Miami**. The exact location and limits of construction are shown in the plans accompanying the contract documents.

3. SECTION 2, PROPOSAL REQUIREMENTS AND CONDITIONS

This section is deleted. Refer to the City of North Miami bid documents and requirements.

In addition, the City assumes no responsibility for the accuracy of any test results shown in the plans. They are included only as a general indication of the materials likely to be found adjacent to the holes bored at the site of the proposed work. The Contractor shall examine these data and interpret the subsoil investigation and other preliminary data, and the bid shall be based on the contractor's opinion of the conditions likely to be encountered. The proposal the bidder submits, shall be considered "prima facie" evidence that the bidder has made an examination of the information provided and the site conditions.

4. SECTION 3, AWARD AND EXECUTION OF CONTRACT

This section is deleted. Refer to the City of North Miami bid documents and requirements.

5. SECTION 4, SCOPE OF WORK

Page 20, Section 4-1, Intent of Contract shall read: The work proposed under this contract consists of furnishing all supervision, labor, materials, transportation equipment, tools and any incidentals necessary to perform all operations for demolition, erosion control, pedestrian bridge construction, monitor existing structures, grading and stabilization, canal excavations, riprap, chain link fence, sidewalks and sodding.

Sections 4-3 to 4-5 are deleted. Refer to the City of North Miami General Bid Information, Bid Documents & Contract and General Conditions.

6. SECTION 5, CONTROL OF THE WORK

Page 32, Section 5-1.2, Department's Plans, add the following: plans accompanying these contracts documents are entitled **Pedestrian Bridge Replacement Over the C-8 Canal (Biscayne Canal)**.

7. SECTION 7, LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

Page 65, Section 7-2.1 – General: This sub article is amended to include the following:

Permits which are issued by CITY OF NORTH MIAMI for construction within the public right-of-way, will be issued at no cost to the Contractor.

Additional permits, which may be required by other municipalities or agencies, including those required for tree removal, will be the responsibility of the Contractor.

Page 71, Section 7-11 – Preservation of Existing Property: This sub-article is expanded to include:

Property public or private damaged during construction or removed for the convenience of the work, shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City Inspector, prior to the final acceptance of the work. Such facilities shall include but are not limited to: irrigation equipment and miscellaneous hardware removed from the construction site, driveways, mailboxes, walkways, walls, fences, footings or underground utilities.

NOTE: All street name signs shall remain in place during the period of construction except those that are required to be relocated due to interference with the actual construction. All signs that are relocated or damaged by the Contractor during the work, shall be re-installed or replaced at the proper location, as soon as possible by the Contractor.

Prior to the removal of any traffic control signs that interfere with the construction, the Contractor shall provide temporary signing or other provisions to assure a continuous flow of traffic under at least the same conditions as previously existed.

All signs that are found to be unserviceable shall be reported to the City of North Miami.

Page 74, Section 7-11.5 – Utilities: This sub-article is expanded to include:

The Contractor shall make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. The utility companies will provide the Contractor with updates of their schedules for completing any required relocation work. The Contractor shall incorporate these schedules into his/her sequence of construction.

NOTE:The Contractor shall contact the Sunshine 811 at least forty-eight (48) hours prior to commencing any trenching or excavation on this project.

8. SECTION 8, PROSECUTION AND PROGRESS

Page 89, Section 8-3.5 – Preconstruction Conference: This sub-article is expanded to include:

After the award of contract and prior to the issuance of the “Notice to Proceed,” a Preconstruction Conference will be held with the Contractors, members of the City of North Miami Departments, representatives of Utility Companies, and other contractors affected by the work. The time and place of this conference will be set by the City of North Miami.

At the Preconstruction Conference, the Contractor must provide two copies of a detailed construction schedule showing the proposed starting and completion dates for each work classification or bid item. The work classification should be sub-divided to the extent necessary to provide adequate detail and shall also include such items as mobilization, shop drawing review, etc.

Page 89 Section 8-4.1 – Night Work: Replace this article as follows:

No work shall be done at all on Sunday or any day between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed, or, except that permission do such work may be secured in writing by the City representative.

9. PROJECT SIGN

Project sign will not be needed.

10. FIELD OFFICE

Field office will not be needed.

11. SECTION 9 MEASUREMENT AND PAYMENT

Page 102, Section 9-2.1.1 – Fuels: This sub-article is replaced as follows: No contract adjustment will be made for fuel requirements. Unit prices submitted at the time of bid will be used for payment purposes.

Page 107, Section 9-5.5 – Partial Payments for Delivery of Certain Materials: This sub-article is replaced as follows: No partial payments will be allowed for materials stockpiled.

12. SECTION 101: MOBILIZATION

Page 114, Section 101-2.2 – Partial Payments: This sub-article is replaced as follows: This work shall be paid on a lump sum basis. Payments will be divided equally over the life of the contract and paid on a monthly basis.

13. SECTION 102: MAINTENANCE OF TRAFFIC

Page 115, Section 102-1 – Description: This sub-article is amended to include:

Temporary Traffic Control Details are included in the Plans for this project. No work shall commence on this project or any portion thereof without implementation of this Plan.

Excavated or other material stored adjacent to, or partially upon a roadway pavement, shall be adequately marked for traffic safety at all times.

The Contractor shall provide the necessary access to all adjacent property during construction. This may include temporary limerock base at driveways and/or closing only one driveway per property at a time. Cost should be included as part of the Lump Sum item for Maintenance of Traffic.

Special attention shall be given for directing the flow of pedestrian and vehicular traffic, especially in areas surrounding schools. At the discretion of the City of North Miami inspector, the City may require the Contractor to call for and hire off-duty police officers for directing the traffic and maintaining safety if in any way the operations will curtail the use of the streets, roads and work areas specified herein.

Page 133, Section 102-13 – Basis of Payment: Partial payment for lump sum Maintenance of Traffic shall be made with each partial progress estimate. Partial payment shall be provided on progress estimates and shall be provided on a percentage equal to the percentage of contract time expired.

14. SECTION 104: PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

Page 144, Section 104-10 Basis of Payment: This item is modified to read:

Item No. 104- 18- Inlet Protection System – lump sum.

15. SECTION 105: CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS

Section 105: This Section is replaced as follows:

105.01 CONTRACTOR QUALITY CONTROL: The Contractor shall provide and maintain an effective quality control program that will demonstrate compliance with the contract specifications.

- A. Establish a quality control system to perform sufficient inspection of all items of Work, including that of Subcontractors, to insure conformance to the Specifications and Drawings with respect to the materials, workmanship, construction, equipment performance, and identification.
- B. The Contractor's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance or special technicians to provide capability for the controls required by the Technical Specifications. The Contractor's quality control plan must clearly identify the quality control leader and personnel organizational system. The leader must have the authority to direct the removal and replacement of work.
- C. After the Contract is awarded and before construction begins, the Contractor shall meet with the City or its representative to discuss quality control requirements. The meeting shall develop mutual understanding relative to details of the system, including the Contractor's forms to be used for recording the quality control operations, inspections, administration of the system, and the interrelationship of Contractor and City inspection.
- D. All compliance inspections shall be recorded on appropriate forms, including but not limited to the specific items required in each section of the Technical Specifications. Those forms, including record of corrective actions taken, shall be furnished to the City. The City's quality control representative shall maintain a check off list of all deficiencies which are not corrected the same day as they are discovered.
- E. Should recurring deficiencies in an item or items indicate that the quality control system is not adequate, the Contractor shall take such corrective actions as may be directed by the City.

- F. Contractor shall submit his written quality control plan for review, describing the activities and listing those inspection and testing activities that the Contractor will perform prior to beginning the Work. The Contractors Quality Control Plan shall describe how he will communicate timely notification to allow for test and inspection activities performed by the City, or its representatives, for on and off-site construction activities.
- G. Ensure that the equipment used in the production and testing of the materials provides accurate and precise measurements in accordance with the applicable Specifications. Maintain a record of all inspections, including but not limited to, date of inspection, results of inspection, and any subsequent corrective actions taken. Make available to the City the inspection records, when requested.

105.02 TESTING LABORATORY SERVICES: All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the City. The laboratory shall be staffed with experienced technicians, properly equipped, FDOT certified, and fully qualified to perform the tests in accordance with the specified standards. Submit certifications prior to placement of materials.

105.03 TESTING LABORATORY SERVICES FURNISHED BY CONTRACTOR: Testing that the City will coordinate and pay for is described in Section 1.04 below. All other testing laboratory services in connection with tests (which are identified as the Contractor's responsibility in the Contract Documents) shall be performed and paid for by the Contractor, and a certified copy of the results will be furnished to the CITY within 5 days of the test. The Contractor shall pay all charges for services on: cast-in-place concrete, moisture density (Proctor) and relative density tests on embankment, fill and backfill materials, and in-place field density tests on embankments and fills.

The Contractor is also responsible for testing and inspection services required to achieve an effective quality control program, to assure that the work strictly complies with the contract requirements. Contractor shall pay all costs for such services. Contractor shall also pay for any tests performed by the City which do not meet Specifications, as described below.

1.04 TESTING LABORATORY SERVICES FURNISHED BY CITY:

- A. The City may secure the services of a material's testing company, for field and laboratory tests verification, for certain items of work. The City shall only pay for cost of verification tests. Verification sampling and testing will be performed in the general manner indicated in the Specifications, with minimum interference with construction operations.

While the Contractor may perform testing in order to proceed to a following construction stage, the City will determine the exact time and location of field sampling and testing, and may require additional sampling and/or testing as necessary to determine that materials and equipment conform with Contractor-submitted data and with the Contract Documents.

- B. Arrangements for delivery of samples and test specimens to the testing laboratory under this paragraph will be made by the Contractor. The testing laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and shall furnish a written report of each test.
- C. Contractor shall furnish all sample materials and cooperate in the sampling and field-testing activities, interrupting the Work when necessary.
- D. Testing Laboratory employed by the City will not be authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of the Contract Documents.
 - 2. Approve or accept any portion of the Work.
 - 3. Perform any duties of the Contractor.

Costs for material testing shall be included within the applicable items of construction.

16. SECTION 108: MONITOR EXISTING STRUCTURES

Page 164, Section 108-1 – Description: This sub-article is amended to include:

Provide vibration monitoring in accordance with the requirements of this Section. The work required under this Section does not modify the requirements or responsibilities for preservation of existing property from damage in accordance with 7-11.1.

Page 166, Section 108-4 – Basis of Payment. This item is modified to read:

Item No. 108-2- Monitor Existing Structures - Vibration Monitoring – each.

17. SECTION 110: CLEARING AND GRUBBING

Page 167, Section 110-1 – Description: This sub-article is amended to include:

The Contract Unit Price bid as indicated in the Bid Form of the proposal shall be full compensation for all work required for clearing and grubbing; removal and disposal of flexible pavement, curb and gutter, drainage structures and pipes, miscellaneous concrete, vegetation, trash and debris, and miscellaneous roadway items; and cleaning of existing drainage systems left in place within the Project. The bid price for this item shall include all costs of disposing of sediments removed from the drainage systems.

Page 173, Section 110-12 – Basis of Payment: This sub-article is amended to include: Partial Payment for lump sum clearing and grubbing shall be made with each partial progress estimate. Partial payment shall be provided on progress estimates on a percentage equal to the percentage of clearing and grubbing work performed.

18. SECTION 120: EXCAVATION AND EMBANKMENT

Page 176, Section 120-1.2 – Unidentified Areas of Contamination: This article is amended as follows: Delete paragraphs 3 to 6. The City may hire an external contractor (CAR) to manage possible contamination materials or contract with the Prime Contractor to manage any possible contamination materials. Coordinate and cooperate with the CAR for completion of the work efforts.

Page 189, Section 120-12 – Construction: This article is amended to add the following:

The Contractor shall include the costs of all grading in the unit bid prices for the appropriate items. No separate payments will be made for any grading required on this project. The Contractor will refinish areas not conforming to specified tolerance in Article 120-12.1.

Page 189, Section 120-13 Method of Measurement, Article 120-13.2 Roadway Excavation, is Modified as Follows:

The Contractor is advised that Excavation and Channel Excavation measurement for payment shall be made by the difference in volumes determined by elevations taken prior to excavation and elevations taken after excavation compacted and shaped in accordance with the plans and contract documents. The Contractor shall include these survey costs within the unit prices for excavation and embankment items. No payment will be made for grass swales regrading.

19. SECTION 460: STRUCTURAL STEEL AND MISCELLANEOUS METALS

Page 655, Section 460-9 – Basis of Payment. This item is modified to add:

Item No. 460-7- Pedestrian Bridge – Lump Sum.

TECHNICAL SPECIAL PROVISIONS
FOR
SECTION T455
MICROPILE FOUNDATIONS
PEDESTRIAN BRIDGE REPLACEMENT OVER THE C-8 CANAL
(BISCAYNE CANAL)
CITY OF N. MIAMI

This item has been digitally signed and sealed by Gregory Dover, P.E. on the date adjacent to the seal. Printed copies of this Document are not considered signed and sealed and the signature must be verified on any electronic copies.

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SECTION T455

A. MICROPILE FOUNDATIONS

T455-1 Description.

T455-1.1 Purpose: The work shall consist of constructing micropiles for the Pedestrian Bridge replacement over the C-8 (Biscayne) Canal in the City of North Miami, Miami-Dade County, Florida. The work includes installation of test and production micropiles. The work shall meet the requirements shown on the Plans, approved shop and working drawings and as specified herein. The Contractor is responsible for furnishing all design, materials, products, accessories, tools, equipment services, delivery, labor and supervision, and manufacturing techniques required for the complete design, installation and testing of micropiles and pile top connection for this project.

The Contractor shall select the micropile type, pile diameter, installation means and methods, determine the grout-to-ground bond value and determine the required bonded length. The Contractor shall install a micropile system that will develop the nominal resistance as indicated in the Contract Documents. The micropile nominal resistance and measurements shall be verified by axial load testing as specified herein. The Contractor shall construct the micropiles with a diameter not less than 10.75 inches as shown in the Plans, and provide micropiles with the required bond length (not less than the minimum required bonded length shown in the Plans).

T455-1.2 Definitions:

1. Alignment Load (AL): An initial load (not to exceed 5 percent of Factored Design Load, FDL) applied to a micropile during testing, required to keep the testing equipment correctly positioned.
2. Bonded Length: The length of the micropile that is bonded to the ground and conceptually used to transfer the applied axial loads to the surrounding soil or rock. Also known as the load transfer length
3. Casing: Permanent steel tube introduced during the drilling process in overburden soil to stabilize the drill hole.
4. Centralizer: A device to support and position the reinforcing steel in the drill hole and casing so that the specified minimum grout cover is provided.
5. Coupler: The device used to transfer loads from one partial length of reinforcement to another.
6. Creep Movement: The movement that occurs at the top of the pile during the load test of a micropile under a constant load.
7. Factored Design Load (FDL): The factored load permitted on a micropile, as shown on the Contract Documents.
8. Failure Load: The load where the slope of the load versus micropile head settlement curve first exceeds 0.025 inches/kip.
9. Micropile: A small-diameter, bored, cast-in-place composite pile, in which the applied load is resisted by steel reinforcement, cement grout and frictional grout-to-ground bond along the bonded length.
10. Maximum Test Load: The maximum load to which the micropile is subjected during static load testing, which is 2 times of the highest Factored Design Load, End Bent 3.
11. Nominal Bearing Resistance: The maximum design resistance of a micropile.
12. Plunge length: The length of casing inserted into the bond zone to effect a transition between the upper cased portion to the lower uncased portion of the micropile.
13. Post-grouting: The injection of additional grout into the load transfer length of a micropile after the primary grout has set. Also known as regrouting or secondary grouting.
14. Primary Grout: Portland-cement-based grout injected into the micropile hole prior to or after the installation of the reinforcement, used to transfer load to the surrounding ground along the micropile.
15. Production Pile: A micropile installed according to this Technical Special Provision, accepted in place and incorporated into the Work
16. Reinforcement: The steel component of the micropile that accepts and/or resists applied loadings
17. Spacer: A device used to separate elements of a multiple-element reinforcement.
18. Unbonded Length (Free Length): The designed length of the micropile that is not bonded by grout to the surrounding ground.
19. Static Load Tests: Pile load test performed to verify the design of the pile system and the construction methods proposed.
20. Verification Load Test: Pile load test performed on production pile to verify acceptable load-displacement response at the Factored Design Load.

T455-1.3 Qualifications:

The Contractor or subcontractor performing the work described in this Section shall have installed micropiles for a minimum of five years. At least 10 calendar days before any micropile related work is performed, the Contractor shall submit a list containing at least five projects, completed within the last five years, where the Contractor or subcontractor has installed micropiles. Include a brief description of each project and an owner/client reference for each project listed. As a minimum, the reference shall include a contact individual's name, title and current phone number.

Assign a Specialty Engineer to supervise and be in responsible charge of the micropile design and construction work. The Specialty Engineer's experience shall include as a minimum the design and construction of micropiles for at least three successfully completed projects over the past five years. The micropiles of those past projects shall have Factored Design Load not less than 80% of the largest factored Design Load required in this project. The micropile Specialty Engineer may be either an employee of the Contractor or subcontractor or a separate Consultant designer meeting the stated experience requirements. Do not use manufacturers' representatives to meet the requirements of this Section.

Provide drill operators and on-site foremen that have experience with the Contractor's or subcontractor's organization on a minimum of three projects over the past five years, installing micropiles of Factored Design Load not less than 80% of the largest Factored Design Load required in this project.

For qualification determination purposes, previous projects where load and resistance factor design (LRFD) method was not used the Design Load shall be calculated as Nominal Bearing Capacity divided by 2.5, unless previous design documentation indicates otherwise.

At least 10 calendar days before the construction of micropile for the static load test, the Contractor shall submit a personnel list identifying the micropile Specialty Engineer, drill rig operators, and on-site foremen to be assigned to the project. The personnel list shall contain a summary of each individual's experience and be complete enough for the Engineer to determine whether each individual satisfies the required qualifications

The Engineer will approve or reject the qualifications of the Contractor (or subcontractor), Contractor's Specialty Engineer, drill rig operators, and on-site foremen within 5 calendar days after receipt of the submission. Prior approval of the Engineer will be required prior to substituting personnel for approved personnel. Do not start work on any micropiles or order materials until receiving approval of the qualifications. The Engineer may suspend the micropile work if approved personnel do not demonstrate competence in the installation of micropiles, or if the Contractor or subcontractor substitutes unqualified personnel for approved personnel during construction. If work is suspended due to poor performance of approved personnel, as determined by the Engineer, or the substitution of unqualified personnel, the Contractor is fully liable for additional costs resulting from the suspension of Work and the Department will not allow any adjustment in Contract Time resulting from the suspension of Work.

T455-2 Materials.

T455-2.1 General: All materials shall be new and without defects. Defective materials shall be removed from the jobsite at no additional cost. Materials shall meet the following requirements of the current edition of the FDOT Standard Specifications for Road and Bridge Construction, as applicable:

Structural and Miscellaneous Steel: Section 460

T455-2.1.2 Reinforcing Bar Steel: Use continuous threaded steel bar reinforcement meeting the requirements of AASHTO M31, Grade 75 or AASHTO M 275 Grade 150. Reinforcing bar couplers shall develop the ultimate strength of the reinforcing bar without evidence of failure.

T455-2.1.3 Cement Grout: Grout for micropiles shall consist of a pumpable mixture of Type I, II, III, or V Portland cement meeting the requirements of AASHTO M 85, sand, water, and admixtures with a minimum 28-day compressive strength of 5,000 psi. The Contractor may use admixtures conforming to ASTM C494/AASHTO M194, which control bleed, improve flowability, reduce water content, and retard set in the grout, subject to the approval of the Engineer. Admixtures shall be compatible with the grout and mixed in accordance with the admixture manufacturer's recommendations. Accelerators and/or any admixtures containing chlorides are not permitted.

T455-2.1.4 Centralizers: Use centralizers fabricated from plastic, steel, or other material, which is non- detrimental to the reinforcing bar steel or steel casing. Do not use wood.

T455-2.1.5 Permanent Steel Pipe Casing: Permanent steel casing shall meet the requirements of American Petroleum Institute (API) Specification 5CT (N-80).

Casing outside diameter shall be at least nominal 9.625 inches and minimum wall thickness shall be 0.47 inch. Flush threaded casing joints shall be used which can develop at least the required nominal axial and flexural resistance used in the design of the micropiles.

T455-2.1.6 Water: Use potable water for mixing grout.

T455-2.2 Available Information: Available information includes the following items:

1. Plans referenced in the Contract Documents.
2. Plans and geotechnical borings available from the project.

T455-2.3 Construction Site Survey: Before bidding the Work, the Contractor shall review the available subsurface information and visit the site to assess the site geometry, equipment access conditions, and location of existing structures and above ground facilities.

The Contractor is responsible for field locating all utilities, abandoned cofferdam sheeting, seal concrete and other structures within the construction area prior to starting the Work.

T455-2.4 Micropile Design Requirements: Micropiles shall be designed to support the Design Loads shown on the Plans. Permanent steel casing shall be installed to the casing tip elevation shown on the Plans. Micropiles shall be installed with bonded length not less than the minimum bonded length shown on the Plans. Test borings at the project site depict ground conditions consisting of sandy soil with limestone layers at highly variable elevations, thicknesses, and hardness. The design of the micropile bonded length shall be based on the side friction capacity provided by the limestone layers.

The ultimate structural capacity of the micropile shall be able to withstand at least 120% of the Maximum Test Load used in the static compression load test. Lateral bracing shall be provided for the static compression test pile over the unsupported casing lengths to allow testing to the specified Maximum Test Load.

The micropile diameter must not be less than 10.75 inches, and must provide at least 4 inches of grout cover over the steel reinforcement. The design diameter of the bonded zone must not exceed the outer diameter of the casing, or bit/auger, whichever is extended to the tip to construct the pile. Unless the Plans indicate otherwise, neglect the side friction resistance in the bond length zone within the plunge length.

T455-3 Installation.

T455-3.1 General: The Contractor shall select the drilling method, the grouting procedure, and the grouting pressure used for the installation of the micropiles. The Contractor shall also determine the final drill hole diameter, bonded length, and amount of reinforcing steel necessary to develop the specified load capacities and load testing requirements, and satisfy the minimum requirements specified herein. The Contractor is also responsible for estimating the grout intake. The existing limestone formation at the site can be porous and may require the use of admixtures or other methods to control excess loss of grout material. There will be no extra payment for grout overruns.

T455-3.2 Drilling: Perform the excavations required to install the micropiles through whatever subsurface materials that are encountered including concrete, stone rip-rap, boulders and limestone, to the dimensions and elevations shown in the approved working drawings, using methods and equipment suitable for the intended purpose and the materials encountered, without causing damage to overlying or adjacent structures or facilities. Provide equipment capable of constructing the micropiles to a depth equal to the deepest micropile tip elevation plus an additional 25 feet. Do not use vibratory hammers or impact hammers (including percussive hammers) to advance or remove casing.

Full length casing shall be used to stabilize the drill hole. Use of drilling slurry will not be permitted as an alternative to full-length casing. Drilling beyond the tip of temporary casing is prohibited unless otherwise allowed by the Engineer when refusal drilling condition is encountered. Use of drilling fluid containing bentonite or attapulgite clays is not allowed.

Drilling fluid with cuttings, suspensions, or turbidity shall be pumped into a storage tank and not allowed to be disposed or overflowed into the existing waterway at the site.

Drilling shall not be performed within 8 feet horizontally of any micropile with grout that has not been cured for 12 hours.

T455-3.3 Ground Heave and Subsidence: The Contractor shall construct the micropiles in a manner that prevents ground heave and subsidence, including settlement of the existing bridge foundation.

Monitoring of the existing bridge shall follow Section T455-10.4 of this Technical Special Provision. The Engineer may suspend micropile construction if ground or structure movements are detected. If the Engineer determines that the observed ground or structure movements require corrective action, the Contractor shall take corrective actions necessary to stop the movement and remediate any resulting damage, subject to the approval of the Engineer.

T455-3.4 Pipe Casing: The Contractor shall construct the micropiles in a manner that prevents ground heave and subsidence, including settlement of the existing bridge foundation. Permanent pipe casing shall be installed to the casing tip elevation shown in the Contract Documents. Temporary pipe casing shall be installed to an elevation above the water level to maintain a positive fluid pressure within the casing at all times during pile installation, to maintain stability of the pile excavation. Allow grout to cure in the approved production piles before cutting to pile cut off elevation.

T455-3.5 Reinforcing Bars Placement and Splicing: Reinforcement may be placed either prior to grouting or placed into the grout- filled drill hole. Reinforcement surfaces shall be free of deleterious substances such as soil, mud, grease or oil that might contaminate the grout or coat the reinforcement and impair bond of the reinforcement to the grout.

Pile reinforcement groups and all attachments shall be sufficiently robust to withstand the installation and grouting process. Centralizers and spacers shall be securely attached to the

reinforcing bar(s); spaced at maximum centers of 10 feet; sized to position the reinforcement within 0.5 inch of Plan location from the center of pile; sized to allow grout tremie tube or line insertion to the bottom of the drill hole; and sized to allow grout to freely flow up the drill hole and casing and between adjacent reinforcing bars without misalignment of the reinforcing bar(s) and permanent casing.

The upper and lower most centralizers shall be located a maximum of 5 feet from the top and bottom of the micropile. The reinforcement bars with centralizers shall be lowered into the stabilized drill hole and set. The reinforcing steel shall be inserted into the drill hole to the desired depth without difficulty. Partially inserted reinforcing bars shall not be driven or forced into the hole. Contractor shall re-drill and re-insert reinforcing steel when necessary to facilitate insertion. When reinforcement is inserted into pre-placed grout and fails to reach the bottom of the drill hole, the reinforcement shall be removed and cleaned and the grout removed from the hole immediately, so that re-drilling and re- insertion of the reinforcement can be facilitated.

T455-3.6 Splicing: Casing and reinforcing bars to be spliced shall be secured in proper alignment and in a manner to avoid eccentricity or angular misalignment between the axes of the two lengths to be spliced.

Threaded casing splices shall meet the requirements of API 5CT (N-80) and shall develop the required axial and bending capacities used in the design. Welded casing splices shall be complete penetration butt-welds performed according to the latest edition of AWS D1.1. Casing splices shall be located not less than two casing diameters away from any reinforcement splice.

Reinforcing bar splices or couplers shall develop 100% of the reinforcing bar ultimate strength. When multiple bars are used, bar splices shall be staggered at least 1 foot.

T455-3.7 Grouting: Provide grouting equipment that produces a grout free of lumps and undispersed cement. Use a positive displacement grout pump equipped with a pressure gauge to monitor grout pressures. Ensure that the pressure gauge is capable of measuring pressures of at least 150 psi or twice the actual grout pressures used, whichever is greater. Size the grouting equipment to enable the grout to be pumped in one continuous operation. Ensure that the mixer is capable of continuously agitating the grout.

Micropiles shall be primary grouted before or during withdrawal of the casing from the pile tip elevation to the permanent casing tip elevation. The Contractor shall use a stable neat cement grout or a sand cement grout. Admixtures, if used, shall be mixed in accordance with manufacturer's recommendations.

After drilling, flush hole with water or other approved fluid to remove drill cuttings and loose debris. Use a tremie or a grouting system that allows to inject the grout from the lowest point of the drill hole. Continue injection until uncontaminated grout flows from the top of casing. Temporary casing shall be extracted in stages ensuring that, after each length of casing is removed the grout level is brought back up to the top of casing level before the next length is removed. Due to the possible porous limestone formation the grout head may drop significantly during temporary casing extraction. Accordingly, the tremie shall be maintained at the bottom of pile, or the grout shall be continuously pressurized, until temporary casing extraction is completed.

The grout pressures and grout takes shall be controlled to prevent excessive heave or fracturing of rock or soil formations. Upon completion of grouting, the tremie tube or tremie line shall be removed

The Contractor shall record the following data pertaining to the grouting operation:

1. Type of mixer
2. Water/cement ratio

3. Types of additives (if any)
4. Grout pressure
5. Type of cement
6. Strength test samples (if any)
7. Volume of grout at each stage of grouting

Micropiles shall not be loaded until the grout has reached the specified 28-day strength. If the Contractor elects to use a post-grouting system, working drawings and full details, and procedures shall be submitted to the Engineer for review and approval.

T455-3.8 Micropile Installation Records: The Contractor shall prepare and submit to the Engineer complete and thorough installation records for each micropile installed. The records shall be submitted within 48 hours after each individual pile installation is completed. A separate installation record shall be provided for each micropile. The Engineer may reject the installed micropiles based on the micropile installation records information. The micropile installation records shall include but not limited to the following information:

1. Project Name & Project Number
2. Inspector Name
3. Pile Number or Designation
4. Mudline Elevation
5. Drilling Start and End Dates
6. Drilling Start and End Time
7. Drilling Equipment
8. Drill Hole Diameter
9. Descriptions of Soil and Rock indicating the depths encountered
10. Constructed Bonded Length
11. Casing Outside Diameter
12. Casing Wall Thickness
13. Top and Bottom Elevations of Permanent Casing
14. Central Reinforcement Size and Length
15. Grouting Dates (Primary and Secondary)
16. Grouting start and end times (Primary and Secondary)
17. Cement Type and Admixtures
18. Water/Cement Ratio
19. Type of Mixer
20. Grout Volume Used
21. Grout Density or Specific Gravity
22. Number of Prepared Grout Cylinders
23. Maximum Grouting Pressures (Primary and Secondary)
24. Elevations of Strain Gauges in Static Load Test Piles
25. Other Observations including loss of circulation, cave-ins, drilling difficulties, change of drill bit etc.

T455-3.9 Testing:

T455-3.9.1 General: Prior to performing the static compression load test the Contractor shall perform a test boring within 10 feet from the possible load test alternative location, as shown on the Contract Documents, or as directed by the Engineer. The test boring shall include Standard Penetration Tests (SPT) at 2.5-ft depth interval, measured from the ground surface to a

depth not less than 10 feet deeper than the anticipated micropile tip elevation of -29 feet (End Bent 3).

Perform static load testing of piles at the locations specified in the Contract Documents or designated by the Engineer. Static load testing, equipment and reporting shall be in accordance with FDOT Standard Specifications, Section 455-2 and as modified herein.

Static load tests shall be performed from top of pile located as shown in the Contract Documents. Install lateral bracing to the static load test pile as required by design calculation prior to performing load test.

The Contractor's Specialty Engineer shall supervise and monitor the load test and prepare the load test report and micropile installation records. The load test report and installation records shall be signed and sealed by the Specialty Engineer.

The Engineer will provide the Contractor written confirmation of micropile construction within 5 calendar days of the receipt of the load test report. This written confirmation will either authorize the Contractor to continue micropile installation or reject the piles based upon the static load test results.

T455-3.9.2 Static Compression Load Test: One sacrificial pile shall be installed and load tested in accordance with ASTM D1143, except as otherwise described herein, to verify the design of the pile system and the construction methods proposed prior to installing any production piles.

The static compression test pile and anchor piles (reaction piles) shall be installed with installation method and details identical to the proposed production piles. Any changes made to static test pile will require similar changes to the production piles. Such changes may include but not limited to the drilling and grouting method, casing length, reinforcement bar size and reinforcement length.

The depth of embedment into the bearing stratum for the production piles shall not be less than the test pile. The static compression load test pile shall be installed at the location shown in the Contract Documents or as directed by the Engineer. The Contractor may submit alternate locations to the Engineer for review and approval or rejection.

T455-3.9.3 Static Compression Test Loading Schedule: The compression pile load test shall be made by incrementally loading the micropile in accordance with the following cyclic compressive loading schedule:

Table 1
Static Load Test Loading Schedule

LOAD	MINIMUM HOLD TIME
Alignment Load (0.04 FDL max)	--
0.075 FDL	4 minutes
0.150 FDL	4 minutes
0.225 FDL	4 minutes
0.300 FDL	4 minutes
0.375 FDL	4 minutes
Alignment Load	1 minute
0.150 FDL	1 minute
0.300 FDL	1 minute
0.375 FDL	1 minute
0.450 FDL	4 minutes
0.525 FDL	4 minutes

Table 1
Static Load Test Loading Schedule

LOAD	MINIMUM HOLD TIME
0.600 FDL	4 minutes
0.675 FDL	4 minutes
0.750 FDL	4 minutes
Alignment Load	1 minute
0.30 FDL	1 minute
0.60 FDL	1 minute
0.675 FDL	1 minute
0.750 FDL	1 minute
0.825 FDL	4 minutes
0.900 FDL	4 minutes
1.00 FDL	10 or 60 minutes (Creep Test)
Alignment Load	1 minute
0.300 FDL	1 minute
0.600 FDL	1 minute
0.900 FDL	1 minute
0.975 FDL	1 minute
1.050 FDL	4 minutes
1.125 FDL	4 minutes
1.200 FDL	4 minutes
1.275 FDL	4 minutes
1.350 FDL	4 minutes
1.425 FDL	4 minutes
1.50 FDL	4 minutes
2.00 FDL	10 minutes
1.20 FDL	4 minutes
0.90 FDL	4 minutes
0.60 FDL	4 minutes
0.30 FDL	4 minutes
Alignment Load	4 minutes

An alignment load shall be placed on the micropile at the start of the static compression load test. The alignment load shall not exceed 5 percent of the Factored Design Load. Dial gauges shall be re-set to zero after the initial alignment load is applied.

Ensure that the applied loads are maintained using the load cell. If the applied load decreases due to pile settlement and creep, re-adjust the applied load. Pile top movement shall be measured at each load increment. The load-hold period shall start as soon as each test load increment is applied. Pile movement during the creep tests and final unloading shall be measured and recorded at 1, 2, 3, 4, 5, 6, 10, 20, 30, 40, 50 and 60 minutes.

T455-3.9.4 Static Compression Test Acceptance Criteria: The acceptance criteria for micropile load test are listed as follows. All three criteria must be satisfied for the load test pile to be considered acceptable.

1. At the end of the creep test (load-holding period) at 1.0 FDL increment the top of pile deflection shall not exceed 0.5 inch.

2. During the 1.50 FDL creep test (load-holding period), test pile shall have a creep rate not exceeding 0.04 inch/log cycle time between 1 and 10 minutes and not exceeding 0.08 inch/log cycle time between 6 and 60 minutes. Creep rate in log cycle of time shall be constant or decreasing at the end of the hold period.

3. Failure does not occur before the Maximum Test Load (2.0 FDL).

T455-3.9.5 Static Compression Test Pile Rejection: If a compression-tested micropile fails to meet the acceptance criteria, the Contractor shall modify the design, the construction procedure, or both.

These modifications may include modifying the installation methods, increasing the bonded length, changing the micropile type, increasing the micropile drill hole diameter or a combination of the above. Employ a Specialty Engineer to perform any re-design and who shall sign and seal the re-design drawings and computations.

After the design modifications, for every failed test pile, an additional static compression load test pile shall be installed and load tested by the Contractor to demonstrate that the micropile re-design will satisfy the acceptance criteria.

This process will be repeated until the static compression load test pile satisfies the requirements of Section T455-8.9.4 of this Technical Special Provision.

All modifications of design or construction procedures or cost of additional static compression test piles and load testing shall be at the Contractor's expense. No additional Contract Time will be allowed due to failure to meet static load test acceptance criteria.

At the completion of static compression load testing, the test pile and reaction piles shall be cutoff to an elevation not less than 4 feet below the ground surface, unless otherwise directed by the Engineer.

T455-3.9.6 Additional Compression Load Tests: If during the course of production pile installation, the Engineer has doubt in the capacity of the constructed micropile, the Engineer reserves the right to request for additional load testing. Perform additional load tests as directed by the Engineer. Lateral bracing shall be provided for the test pile over the unsupported casing lengths to allow testing to the specified Maximum Test Load.

T455-3.9.7 Testing Equipment and Data Recording: The Contractor shall supply all load testing equipment, structures, materials, instruments and all personnel to install and operate the load testing equipment, structures and instruments. Testing equipment shall include but not limited to strain gauges, dial gauges, dial gauge support, calibrated jack and pressure gauge, load cell, a reaction frame, lateral bracing, and anchor piles. A calibrated load cell is required for all load tests. Load cell shall be calibrated within 90 calendar days of the beginning of the load tests. The Contractor shall provide a description of test setup and calibration curves for the proposed jack, pressure gauge and load cell in accordance with Section T455-8.10 of this Technical Special Provision. Dial gauges shall have a travel sufficient to allow the test to be completed without having to re-set the gauges. Measuring apparatus shall be according to FDOT Standard Specifications Section 455-2.3 unless otherwise required in this Technical Special Provision. A minimum of 3 dial gauges shall be used during the load test. In addition, a smooth glass plate shall be provided at the contact points for each dial gauge to reduce the influence of friction.

Install weldable vibrating wire or electrical resistance type strain gauges capable of measuring a compression load of up to the Maximum Test Load plus 20%. For a central reinforcing bar, strain gauges shall be attached to the reinforcing bar and installed in pairs on opposite sides of the bar, unless otherwise approved by the Engineer. For reinforcement with multiple bars,

details shall be provided; however, a set of at least 2 vibrating wire or 3 electrical resistance strain gauges shall be provided at each elevation.

One set of strain gauges shall be installed within the permanent pipe casing at approximately 10 feet below the ground surface (within the unsupported length), at the top of the bonded length and at 10-foot intervals within the bonded length thereafter. Specific number and locations of the strain gages may be adjusted by the Engineer following completion of a subsurface investigation boring at the location of the test pile. Heavy-duty strain gauge cables, conduits, and protective shield shall be used to protect against construction damages. Instrumentation setup including arrangement of readout cables shall be designed to allow for adequate bonding between bar and grout at the Maximum Test Load.

Provide the associated terminal boxes and readout units throughout the load test(s). The compression test pile shall have as a minimum one strain gauge at each level still in operation and not less than 75% of all the strain gauges in operation by the end of the test. The Engineer will reject any static load test pile and corresponding load test if any static load test pile fails to achieve the above requirement.

Apply and measure the test load with a load cell or hydraulic jack with a pressure gauge. The pressure gauge shall be graduated in 50 psi increments or less. The jack and pressure gauge shall have a pressure range not exceeding twice the anticipated maximum test pressure. Jack ram travel shall be sufficient to allow the test to be done without re-setting the equipment. Monitor the creep test holding loads during static load tests with both the pressure gauge and the electronic load cell. Use the load cell to accurately maintain a constant load during the creep test load-holding periods in the static load tests.

T455-3.9.8 Grout Testing: Previous test results for the proposed grout mix completed within one year of the start of Work may be submitted for initial verification of the required compressive strengths for installation of static load test piles. Additionally, the design grout density and tolerance shall be submitted to the Engineer for review.

Cast a set of minimum nine (9) 4" x 8" grout cylinders in accordance with ASTM C 31 from each grout Plant each day of operation or per every three (3) micropiles, whichever occurs more frequently. Compressive strength test shall be performed in accordance with ASTM C 39. From each grout cylinder set, two (2) cylinders shall be tested at the 3-day, 7-day, and 14-day time intervals with the remaining three cylinders tested at the 28-day interval. The compressive strengths shall be the average of the 2 or 3 cylinders tested. The results of all of the compression tests shall be recorded and provided to the Engineer.

Grout consistency as measured by grout density shall be determined by the Contractor in accordance with ASTM C 188/AASHTO T 133 or API RP-138-1 at a frequency of at least one test per batch, conducted just prior to start of pile grouting. A mud balance meeting the requirements of API RP-138-1 is acceptable for determining the grout density of neat cement grout.

Grout samples shall be taken directly from the grout Plant/delivery. Provide grout compressive strength and grout density test results to the Engineer within 24 hours after testing is completed on a sample, or set of samples.

T455-3.9.9 Static Tensile Verification Load Test: Perform one static tensile verification load test on one production pile in Abutment 1 and one production pile in Abutment 2, selected by the Engineer.

The verification load test shall be performed loading the micropile to the required Factored Design Load (8 tons at Abutments 1 and 2) in accordance with ASTM D3689, following the loading schedule below.

Table 2
Verification Load Test Loading Schedule

VERIFICATION TEST LOAD	MINIMUM HOLD TIME
Alignment Load (0.04 FDL max)	--
0.10 FDL	4 minutes
0.20 FDL	4 minutes
0.30 FDL	4 minutes
0.40 FDL	4 minutes
0.50 FDL	4 minutes
0.60 FDL	4 minutes
0.675 FDL	4 minutes
0.750 FDL	4 minutes
0.825 FDL	4 minutes
0.900 FDL	4 minutes
1.00 FDL	10 or 60 minutes (Creep Test)
0.75 FDL	4 minutes
0.50 FDL	4 minutes
0.25 FDL	4 minutes
Alignment Load (0.04 FDL max)	4 minutes

The acceptance criteria for micropile verification load tests are listed as follows:

All three criteria must be satisfied for the verification test pile to be considered acceptable.

1. At the end of the load holding period at the first 0.75 FDL increment the top of pile deflection shall not exceed 0.5 inch.

2. During the 1.00 FDL creep test (load-holding period), the creep rate must not exceed 0.04 inch/log cycle time between 1 and 10 minutes, or if the 60-minute creep test is required, not exceed 0.08 inch/log cycle time between 6 and 60 minutes. Creep rate in log cycle of time shall be constant or decreasing at the end of the hold period.

3. Failure does not occur before or at the required FDL.

Do not apply test load to selected micropile sooner than 48 hours after installation of the test pile or reaction piles, whichever occurs last.

Do not begin load testing of micropile until the grout has attained a compressive strength of at least 5,000 psi. The Contractor may use high early strength cement or adjust the water- cement ratio if the flow properties are maintained to obtain this strength at an earlier time to prevent testing delays and provided that the ultimate grout strength used in the production piles is the same.

Provide all equipment, materials, labor, and personnel required to conduct the load test, including determination of anchor reaction member depths. In this case, provide a loading apparatus designed to accommodate the maximum load plus an adequate safety factor.

While performing the load test, provide safety equipment, and employ safety procedures consistent with the latest approved practices for this work. Include with these safety

procedures, adequate support for the load test plates and jack to prevent them from falling in the event of a release of load due to hydraulic failure, test pile/shaft failure, or any other cause.

T455-3.10 Submittals: Prepare and submit to the Engineer for review and approval shop drawings, working drawings and design calculations describing the micropile system or systems intended for use. Submit the shop drawings, working drawings and design calculations at least 10 calendar days prior to the commencement of micropile field work.

Include in the working drawings and/or shop drawings all details, dimensions, quantities, ground profiles, and cross-sections necessary to construct and test the production and load test micropiles.

Review and approval of the design calculations, working drawings, shop drawings, test reports and other information submitted by the Contractor does not relieve the Contractor/Specialty Engineer of the responsibility for their work.

T455-3.10.1 Design Calculations: Design calculations shall include, but not be limited to, the following items:

1. Design parameters, assumptions and applicable codes and specifications.
2. A written summary report which describes the overall micropile design, including the Ultimate Bearing Capacity and the estimated pile top settlements at Factored Design Load and Maximum Test Load.
3. Applicable code requirements and design references.
4. Micropile structure critical design cross-section(s) geometry including soil/rock strata and piezometric levels and location, magnitude and direction of design and applied maximum test loadings.
5. Design criteria including, soil/rock shear strengths (friction angle and cohesion), unit weights, and ground-grout bond values and micropile drill hole diameter assumptions for each soil/rock strata.
6. Calculations for design of lateral bracing for static load test piles (compression and tensile tests). Resistance factor used in the design on the ground-to-grout bond values, soil/rock and material unit weights, steel, grout, and concrete materials.
7. Design calculation sheets with the project number, micropile location, designation, date of preparation, first initial and last name of designer and checker, and page number at the top of each page. Provide a cover page and an index page with the design calculations.
8. Design notes including an explanation of any symbols, acronyms and computer programs used in the design.

T455-3.10.2 Shop Drawings: The shop drawings shall include all information required for the construction and quality control of the micropile construction. shop drawings shall include, but not be limited to, the following items unless provided in the Plans:

1. Design parameters, applicable codes and specifications;
2. General notes for constructing the micropile structure including construction sequencing or other special construction requirements;
3. Micropile typical sections including micropile spacing and inclination;
4. Minimum drill hole diameter;
5. Permanent Steel Casing Pipe diameter, wall thickness, material type and material grade;
6. Reinforcing bar sizes, material grade and details;
7. Reinforcing bar splice types and locations;

8. Minimum grout cover;
9. Centralizers and their locations;
10. Spacers and their locations;
11. Grout bonded length;
12. A typical detail of load test and production micropiles defining the micropile length, minimum drill hole diameter, inclination, lateral bracing, and load test bonded and unbonded test lengths;
13. Details, dimensions, and schedules for all micropiles, casing and reinforcing steel, including any reinforcing bar bending details.

T455-3.10.3 Micropile Installation Pile (MIP) Submittal: Prepare and submit a MIP to the Engineer, for review and approval. Provide the following information in the MIP:

1. Detailed systematic description of the proposed micropile construction procedure, including personnel, testing and equipment to assure quality control. This systematic procedure shall be shown on the working drawings in sufficient detail to allow the Engineer to monitor the construction and quality of the micropiles.

2. Proposed start date and time schedule and micropile installation schedule providing the following:

- 2.1. Micropile number
- 2.2. Micropile design load
- 2.3. Type, grade and size of reinforcing steel
- 2.4. Depth of permanent casing
- 2.5. Minimum bonded length
- 2.6. Total micropile length

3. If welding of casing is proposed, submit the proposed welding procedure.

4. Information on headroom and space requirements for installation equipment that verify the proposed equipment can perform at the site.

5. A Plan describing how surface water, drill flush, and excess waste grout will be controlled and disposed.

6. Certified mill test reports for the reinforcing steel or coupon test results for permanent casing without mill certification. The certified mill test reports must include the ultimate strength, yield strength, elongation, and material properties composition. For API N-80 pipe casing, coupon test results may be submitted in lieu of mill certification.

7. Proposed grouting Plan. The grouting Plan shall include complete descriptions, details, and supporting calculations for the following:

- 7.1. Grout mix design and type of materials to be used in the grout including certified test data and trial batch reports. Include the required water cement ratio and specific gravity (or density) acceptable ranges.

- 7.2. Methods and equipment for accurately monitoring and recording the grout depth, grout volume and grout pressure as the grout is being placed.

- 7.3. If post-grouting technique is used, provide details regarding the post-grouting operation, including details of post-grouting tubes, sequencing of grouting along the bonded length, and maximum grouting pressure etc.

- 7.4. Estimated curing time for grout to achieve specified strength. Previous test results for the proposed grout mix completed within one year of the start of grouting may be submitted for initial load test pile installation. During load test pile and production pile installation, grout shall be tested in accordance with T455-8.9.8 of this Technical Special Provision.

7.5. Procedure and equipment for the monitoring of grout quality.

8. Detailed Plans for the proposed micropile load testing method including all drawings, details, and structural design calculations necessary to clearly describe the proposed test method, reaction load system capacity and equipment setup, details for laterally bracing the unsupported length of the test piles, types and accuracy of apparatus to be used for applying and measuring the test loads and pile top movements as required herein.

9. Calibration reports and data for each test jack, pressure gauge and master pressure gauge and electronic load cell to be used. The calibration tests shall have been performed by an independent testing laboratory, and tests shall have been performed within 90 calendar days of the date submitted. Testing shall not commence until the Engineer has reviewed and approved the jack, pressure gauge, master pressure gauge and electronic load cell calibration data.

T455-3.10.4 Certificates of Compliance: Certificates of Compliance for the following materials, if used, stating that the material or assemblies to be provided will fully comply with the requirements of the Contract.

1. Reinforcing steel bars;
2. Portland cement

The shop drawings, working drawings and design calculations shall be signed and sealed by the Contractor's Specialty Engineer. The Certificates of Compliance shall be signed by the Contractor's president or legally authorized corporate officer or agent.

The Engineer will approve or reject the shop drawings, working drawings and design calculation submittals within 5 calendar days after receipt of the submission. If the submittal is rejected, the Contractor shall be responsible for making all necessary corrections and resubmit the revised item(s). The Contractor will not be allowed to begin micropile construction or incorporate materials into the Work until the submittal requirements are satisfied and found acceptable by the Engineer. Changes or deviations from the approved submittals shall be resubmitted for approval. No adjustments in Contract Time or delay or impact claims will be allowed due to incomplete submittals.

Work shall not begin until the construction submittals have been received, reviewed, and accepted in writing by the Engineer. Processing of shop drawings and working drawings shall be in accordance with FDOT Standard Specifications Section 5-1.4. Additional time required due to incomplete or unacceptable submittals shall not be cause for delay or impact claims. All costs associated with incomplete or unacceptable submittals shall be the responsibility of the Contractor.

Provide revised drawings and design calculations signed and sealed by the Specialty Engineer for all design changes made during the construction of the micropiles.

Submit to the Engineer within 10 calendar days after completion of a micropile static load test, an installation report containing:

1. Reinforcing steel manufacturer's mill test reports for the reinforcing steel bars incorporated in the installation;
2. Micropile inspection record of the test pile.
3. Grouting records indicating the cement type, quantity injected, the grout pressures, the grout density and tolerances, and the grout compressive strength; and
4. A signed and sealed static load test report that includes all required information and Documentation. This report shall include all collected data, graphs necessary to establish acceptability of the piles in accordance with T455-8.9.2 of this Technical Special Provision. In addition, the report shall include a signed & sealed letter to the Department confirming whether

the design assumptions were met by the static load tests before proceeding with production foundation construction.

Submit to the Engineer, within 10 calendar days after completion of a micropile verification load test, an installation report Documenting the following:

4.1. Reinforcing steel manufacturer's mill test reports for the reinforcing steel bars incorporated in the installation.

4.2. Micropile inspection record of the verified pile.

4.3. Grouting records indicating the cement type, quantity injected, the grout pressures, the grout density and tolerances, and the grout compressive strength.

4.4. A signed and sealed verification load test report shall include all collected data, graphs necessary to establish acceptability of the verified piles in accordance with T455-8.9.9 of this Technical Special Provision. In addition, the report shall include a signed & sealed letter to the Department confirming whether the verified pile is acceptable.

T455-3.11 Protection of Material: Store steel reinforcement and casing above the surface of the ground, upon platforms, skids, or other supports, and protect it as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust.

When placing steel reinforcement and casing in the work, ensure that the steel reinforcement and casing are free from loose rust, scale, dirt, paint, oil, and other foreign material.

Cement material shall be stored in weather-tight, properly ventilated structures, in stacked bags on pallets protected from absorption of moisture.

T455-3.12 Construction Tolerances: Meet the following construction tolerances for micropiles:

1. Ensure that the top of the micropile is no more than the diameter of the pile divided by six (6) inches laterally from the position indicated in the Plans. Contact the Engineer immediately if actual field condition requires a change in the design micropile location.

2. Ensure that the axial alignment of the micropile does not deviate more than 0.25 in/ft from the vertical or batter line indicated in the Plans.

3. Ensure that the final elevation of the micropile head is no more than 1 inch above, or 2 inches below the elevation shown in the Plans.

4. Ensure the reinforcing steel is concentric with the micropile within a tolerance of 0.5 inch.

T455-3.13 Micropiles Constructed Out of Tolerances: When the Contractor has failed to meet the above tolerances, the Contractor may request design changes in the pile top connection to incorporate the out of tolerance micropiles.

The Contractor shall bear the expense of re-design and unforeseeable work resulting from approved design changes to incorporate the out of tolerance micropiles.

The Contractor shall employ a Specialty Engineer to perform any re-design and who shall sign and seal the re-design drawings and computations. The proposed re-design field work shall not begin until it has been reviewed for acceptability and approved by the Engineer.

T455-3.14 Protection of Existing Structures: The provisions in the Settlement and Vibration Monitoring Plan (SVMP) and Noise Control Monitoring Plans (NCMP), and FDOT Standard Specifications Section 455-1.1 and Section 108 shall be followed for the protection of existing structures and nearby utilities during pile installation operations.

All structures and/or utilities located adjacent to the proposed pile installation operations shall be surveyed and monitored for vibrations and settlements in accordance with the approved SVMP and NCMP and FDOT Standard Specifications Section 108.

T455-4 Method of Measurement.

T455-4.1 Micropile (Test Pile): The quantity to be paid for will be the number of sacrificial micropiles constructed for static load testing, completed and accepted. For static load test pile that do not meet the acceptance criteria, the original test pile and any required additional work or test piles will be, in sum, considered to be one test pile for payment purposes.

T455-4.2 Micropile (Production Pile): The quantity to be paid for will be the number of production micropiles shown in the Plans, completed and accepted. Additional micropiles required by the Specialty Engineer beyond the quantity depicted in the Plans will not be measured for payment purposes.

If a micropile is constructed and subjected to additional load testing per T455-8.9.6 of this Technical Special Provision, the micropile will be paid as a production pile and not a test pile, if the acceptance criteria are met. For micropiles that do not meet the acceptance criteria, the original micropile and any required additional work or micropiles will be, in sum, considered to be one production micropile for payment purposes.

T455-4.3 Load Test: The quantity to be paid for will be the number of micropile static load tests, completed and accepted.

T455-4.4 Protection of Existing Structures: The quantity to be paid for will be at the Contract lump sum price. It includes the cost of settlement monitoring as required by the Contract Documents.

T455-4.5 Pilot Holes: The quantity to be paid for will be the length of test boring below the existing ground performed per T455-8.9.1 of this Technical Special Provision, completed and accepted.

T455-5 Basis of Payment.

T455-5.1 Micropile (Test Pile): Price and payment will be full compensation for all labor, equipment, and materials required for furnishing and installing, designing, detailing, furnishing and placing all permanent casing, reinforcing steel, drilled holes, and grouting of micropiles for static compressive load testing.

T455-5.2 Micropile (Production Pile): Price and payment will be full compensation for all labor, equipment, and materials required for furnishing and installing, designing, detailing, furnishing and placing all permanent casing, reinforcing steel, drilled holes, grouting of production micropiles, and any costs associated with proof testing.

T455-5.3 Static Load Test: Price and payment will be full compensation for all labor, equipment, and materials required to perform this work.

This also includes furnishing and installing instrumentation in the test pile, furnishing and installing load test setup including but not limited to reaction anchor piles, loading frame, lateral bracing over unsupported length, and any necessary setup and equipment, performance of load tests, data collection, analyses, and report preparation.

If additional load test is performed per T455-8.9.6 of this Technical Special Provision, it will be paid as a static load test if the pile is completed and accepted. No payment will be made on any failed load test.

T455-5.4 Protection of Existing Structures: Protect the existing structures and/or utilities from settlement and vibration in accordance with FDOT Standard Specifications Section 108. Inspect and Document the condition of the following existing structures, and survey and monitor for settlement the following existing structures:

1. As shown in the Plans.

2. Within a distance of a micropile depth, measured from the center of the micropile.

3. Within a distance of 3 times the depth of the excavation for the pile cap.

Set-up monitoring points approved by the Engineer on the existing structures and/or utilities adjacent to the micropile work and perform settlement monitoring at these locations using conventional surveying method at least three times on every work shift.

T455-5.5 Pilot Holes: Price and payment will be full compensation for all labor, equipment, and materials required to perform this work.

T455-5.6 Payment Items: Price and payment will be full compensation for all micropiles, including the cost of grout, reinforcing steel, casing, and including all labor, materials, equipment, and incidentals necessary to complete the micropiles, performance of the static load tests, verification load tests, design, recording, load test data collection and professional services to prepare the static load test and verification load test reports.

Payment will be made under:

Item No. 455-39 Micropiles furnish and install – per foot

END OF SECTION



SFWMD NOTICE GENERAL PERMIT NO. MOD 10649
(NON-ASSIGNABLE)

Rev: 9/99

DATE ISSUED: **May 2, 2022**

AUTHORIZING: **REPLACE EXISTING PILE SUPPORTED PEDESTRIAN BRIDGE WITH A CLEAR SPAN PEDESTRIAN BRIDGE, INSTALL RIP-RAP, AND REMOVE (3) THREE ABANDONED WATER MAINS (TWO ATTACHED TO THE EXISTING BRIDGE AND ONE PILE SUPPORTED) CROSSING THE C-8 CANAL AT NE 131ST STREET.**

LOCATED IN: **MIAMI-DADE COUNTY, SECTION 25 & 30 TOWNSHIP 52S & 52S RANGE 41E & 42E**

ISSUED TO: **CITY OF NORTH MIAMI
1855 NE 142ND STREET
NORTH MIAMI, FL 33161**

Attention: MOHAMMAD ZAID

This permit is issued pursuant to Application No. **21-0506-1M** dated **May 6, 2021** and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

WORK PROPOSED MUST BE COMPLETED ON OR BEFORE May 31, 2024.

Otherwise, this permit is void and all rights there under are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

SPECIAL CONDITIONS (SPECIFIC PROJECT CONDITIONS) AND LIMITING CONDITIONS ON ATTACHED SHEETS ARE A PART OF THIS DOCUMENT.

FILED ON May 2, 2022

BY:

BY

Eliu Cueto
DEPUTY CLERK

John Hixenbaugh, J.D., AICP CUD
Section Administrator
Right of Way Section

Original Mailed to Permittee on 5-4-22 by Eliu Cueto

C: Alfredo Rodriguez
MIAMI FIELD STATION
(305) 513-3420, Extension 7106

Copy to: RJ Behar & Company Inc.
Attention: Jose Peña Ramos
6861 SW 196th Avenue, Suite 302

PERMIT NO. MOD 10649

May 2, 2022

SPECIAL CONDITIONS ARE AS FOLLOWS:

1. THIS PERMIT SOLELY GRANTS APPROVAL IN CONCEPT ONLY FOR IMPROVEMENTS IN THE DISTRICT'S RIGHT OF WAY AND DOES NOT AUTHORIZE ANY CONSTRUCTION ACTIVITY BECAUSE PERMITTEE HAS NOT PROVIDED ANY DETAILS REGARDING THE MEANS, METHODS, NEEDS, SCHEDULING OR OTHER ACTIVITIES RELATED TO ACTUAL CONSTRUCTION OF THE PROPOSED IMPROVEMENTS (I.E., USE OF A BARGE, STAGING OF MATERIALS, ACCESS, VEHICLE TYPES, DURATION OF CONSTRUCTION, ETC.). ACCORDINGLY, NO CONSTRUCTION SHALL BE PERMITTED IN THE DISTRICT'S RIGHT OF WAY UNTIL SUCH TIME AS PERMITTEE SELECTS A CONTRACTOR WHO HAS SECURED ITS OWN PERMIT FOR TEMPORARY ACCESS (WHICH, AMONGST OTHER THINGS, MAY AUTHORIZE ACCESS, STAGING, STORAGE, CONSTRUCTION TRAILERS, CRANE USE, BARGES, TEMPORARY UTILITY SERVICE, ETC. WITHIN THE RIGHT OF WAY).
2. CONTRACTOR SHALL SUBMIT AN APPLICATION AND OBTAIN AUTHORIZATION FOR TEMPORARY ACCESS TO THE RIGHT OF WAY IN COMPLIANCE WITH THE REQUIREMENTS TO ADDRESS MEANS AND METHODS OF CONSTRUCTION; REQUIREMENT TO OBTAIN A SEPARATE ROW PERMIT FOR TEMPORARY ACCESS DOCUMENT ATTACHED TO THIS PERMIT. PERMITTEE IS STRONGLY URGED TO INCLUDE THIS REQUIREMENT IN ITS CONTRACTS AND/OR BID DOCUMENTS TO ENSURE THAT CONTRACTORS HAVE NOTICE OF THIS REQUIREMENT WHICH MAY CAUSE DELAY IN THE COMMENCEMENT OF WORK AND DELIVERY OF MATERIALS TO THE PROJECT SITE. CONTRACTORS MUST ALLOW REASONABLE TIME FOR REVIEW AND PROCESSING OF THE REQUIRED PERMIT APPLICATION BY THE DISTRICT. THE DISTRICT SHALL NOT BE LIABLE FOR ANY CONSTRUCTION DELAYS, OR LOSSES OR COSTS INCURRED AS A RESULT OF PERMITTEE'S FAILURE TO NOTIFY ITS CHOSEN CONTRACTOR OR BY CONTRACTOR'S FAILURE TO ALLOW TIME FOR PROCESSING OF A PERMIT APPLICATION IN THE DEVELOPMENT OF ITS PROJECT SCHEDULE.
3. UNLESS OTHERWISE NOTED BELOW, ALL WORK AUTHORIZED BY RIGHT OF WAY OCCUPANCY PERMIT NO. 10649 AND ITS MODIFICATION(S) IS SUBJECT TO THE SPECIAL AND LIMITING CONDITIONS SET FORTH HEREIN.
4. PERMITTEE SHALL NOT COMMENCE WORK AUTHORIZED UNDER THIS PERMIT UNTIL SECTION 408 AUTHORIZATION HAS BEEN GRANTED BY THE U.S. ARMY CORPS OF ENGINEERS (USACE). PERMITTEE IS ADVISED THAT A SECTION 408 AUTHORIZATION IS PENDING. THE DISTRICT'S RIGHT OF WAY SECTION SHALL NOTIFY PERMITTEE UPON RECEIPT OF USACE AUTHORIZATION FOR THE PROPOSED WORK, OR IF ADDITIONAL INFORMATION IS REQUIRED BY THE USACE. PERMITTEE SHALL BE REQUIRED TO COMPLY WITH TERMS AND CONDITIONS OF THE NOTICE FROM THE DISTRICT, AND PROVIDE ANY SUCH INFORMATION REQUESTED BY THE USACE. IF THE USACE REQUESTS ADDITIONAL INFORMATION OR REQUIRES THAT CERTAIN CONDITIONS BE IMPOSED, THIS PERMIT SHALL BE MODIFIED, AS NEEDED, TO ADDRESS THE USACE'S REQUESTS AND/OR DIRECTIVES. AS ISSUANCE OF THIS PERMIT IS SUBJECT TO USACE AUTHORIZATION AND MAY BE MODIFIED ACCORDINGLY, ANY WORK COMMENCED PRIOR TO RECEIPT OF USACE AUTHORIZATION IS PROHIBITED. PERMITTEE ASSUMES SOLE RESPONSIBILITY FOR PERFORMING UNAUTHORIZED WORK AND SHALL BE SUBJECT TO ENFORCEMENT ACTION. NEITHER THE DISTRICT NOR THE USACE SHALL BE RESPONSIBLE FOR ANY LOSSES, DAMAGE OR HARM RESULTING FROM PERMITTEE'S ACTIONS TAKEN PRIOR TO RECEIPT OF USACE AUTHORIZATION.
5. AS THE LOCAL SPONSOR OF THE CENTRAL AND SOUTH FLORIDA FLOOD CONTROL PROJECT, THE DISTRICT IS REQUIRED BY THE U.S. ARMY CORPS OF ENGINEERS (USACE) TO PROVIDE DOCUMENTATION WHICH CERTIFIES THAT THE AUTHORIZED WORK WAS COMPLETED IN ACCORDANCE WITH THE APPROVED PROJECT SPECIFICATIONS. WITHIN 30 DAYS OF COMPLETION (OR WITHIN 30 DAYS OF ISSUANCE OF SECTION 408 AUTHORIZATION IF THE WORK WAS COMPLETED PRIOR TO THE ISSUANCE OF THE PERMIT), PERMITTEE SHALL SUBMIT TO THE DISTRICT ONE ELECTRONIC AND ONE HARD COPY OF THE REQUIRED DOCUMENTATION CONSISTING OF A CERTIFICATION AND AS-BUILT DRAWING FROM THE ENGINEER OF RECORD. SUCH DOCUMENTATION SHALL INCLUDE THE GPS LOCATION OF THE WORK AND THE DATES THE WORK WAS STARTED AND COMPLETED, AND INCLUDE ANY ADDITIONAL INFORMATION, AS MAY BE REQUIRED BY THE USACE IN THE SECTION 408 AUTHORIZATION. THE DOCUMENTATION MUST BE SUBMITTED TO THE FIELD REPRESENTATIVE WHOSE NAME APPEARS ON THE FACE OF THIS PERMIT. PERMITTEE SHALL BE REQUIRED TO COMPLY WITH ANY REQUESTS OR REQUIREMENTS FOR DOCUMENTATION OF THE COMPLETED WORK.
6. PERMITTEE IS ADVISED THAT THE FACILITIES AUTHORIZED UNDER THIS PERMIT MAY ALSO REQUIRE A DEPARTMENT OF THE ARMY (DA) REGULATORY PERMIT FROM THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE). IT IS PERMITTEE'S RESPONSIBILITY TO SUBMIT AN APPLICATION DIRECTLY TO THE USACE FOR REGULATORY APPROVAL, AS FOLLOWS: OKEECHOBEE, MARTIN, ST. LUCIE, PALM BEACH AND BROWARD COUNTIES: USACE, 4400 PGA BLVD. STE 500, PALM BEACH GARDENS, FL 33410; PHONE (561) 472-3504; GLADES, HENDRY AND COLLIER COUNTIES: USACE, 1520 ROYAL PALM SQUARE BLVD. STE 310, FORT MYERS, FL 33919; PHONE (239) 334-1975; AND MIAMI-DADE COUNTY: USACE, 9900 SW 107TH AVE., SUITE 203, MIAMI, FL 33176; PHONE (305) 526-7181.
7. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL SCHEDULE AND HOLD A PRE-CONSTRUCTION MEETING WITH THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT. NO WORK WITHIN THE RIGHT OF WAY SHALL BE AUTHORIZED WITHOUT FIRST HAVING A MEETING AT WHICH PERMITTEE SHALL BE REQUIRED TO OBTAIN NOTICE TO PROCEED FROM THE

PERMIT NO. MOD 10649

May 2, 2022

CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:

FIELD REPRESENTATIVE. IF REQUESTED BY THE FIELD REPRESENTATIVE, PERMITTEE SHALL PREPARE AND PRESENT THE FOLLOWING AT THE MEETING: A) COPIES OF ALL PERMITS THAT MUST BE OBTAINED PRIOR TO THE START OF CONSTRUCTION; B) CONTACT INFORMATION FOR PERMITTEE, THE CONTRACTOR AND/OR THIRD-PARTY INDEPENDENT INSPECTOR, INCLUDING TELEPHONE NUMBERS, EMAIL ADDRESSES AND PHYSICAL ADDRESSES; C) WRITTEN INVENTORY OF ALL VEHICLES AND/OR EQUIPMENT BY TYPE TO ENTER UPON THE RIGHT OF WAY; D) WRITTEN PROCEDURES FOR VACATING THE RIGHT OF WAY WITHIN 24 HOURS NOTICE FROM THE DISTRICT; AND E) CONTACT INFORMATION FOR PERSONS AND/OR VENDORS RESPONSIBLE FOR EMERGENCY VACATION FROM THE RIGHT OF WAY. PERMITTEE SHALL PROVIDE, PREPARE AND/OR PRESENT ANY OTHER DOCUMENTATION, AS MAY BE DIRECTED BY THE FIELD REPRESENTATIVE, IN PREPARATION FOR THE PRECONSTRUCTION MEETING.

8. PRIOR TO CONTACTING THE DISTRICT FOR A FINAL INSPECTION, PERMITTEE SHALL REMOVE ALL CONSTRUCTION MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY AND RESTORE THE RIGHT OF WAY TO THE SATISFACTION OF THE DISTRICT. RESTORATION MAY REQUIRE, BUT NOT BE LIMITED TO, GRADING, COMPACTION OF SOIL, PLACEMENT OF SOD, AND/OR INSTALLATION OF BANK STABILIZATION MATERIALS (E.G., RIP RAP, FILTER FABRIC CLOTH, ETC.). PERMITTEE SHALL BE SOLELY LIABLE FOR ALL COSTS ASSOCIATED WITH RESTORATION OF THE RIGHT OF WAY. ALL RESTORATIVE WORK SHALL BE PERFORMED IN COMPLIANCE WITH DISTRICT AND/OR USACE SPECIFICATIONS AND DIRECTION.
9. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, PERMITTEE SHALL CONTACT THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT TO SCHEDULE A FINAL INSPECTION. PERMITTEE SHALL BE REQUIRED TO ATTEND THE FINAL INSPECTION AND PROVIDE COPIES OF ANY DELIVERABLES (E.G., CLOSED BUILDING PERMIT, CERTIFIED AS-BUILT DRAWINGS, ETC.) REQUIRED BY THIS PERMIT AT THAT TIME. PERMITTEE SHALL CORRECT ANY DEFICIENCIES IDENTIFIED DURING THE INSPECTION WITHIN THE TIMEFRAME AND IN THE MANNER DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE.
10. THE LOW MEMBER ELEVATION OF THE AUTHORIZED CROSSING SHALL BE SET AT ELEVATION 8.0 FEET NGVD 1929 (6.4 FEET NAVD 1988) OR HIGHER.
11. PERMITTEE SHALL EXCAVATE THE CANAL TO THE DISTRICT'S PRE-DETERMINED DESIGN SECTION HAVING A 30-FOOT WIDE BOTTOM AT ELEVATION (-) 15.0 FEET NGVD 1929 ((-) 16.6 FEET NAVD 1988) AND SIDES HAVING 2-FOOT HORIZONTAL (H) TO 1-FOOT VERTICAL (V) SLOPES. THE LIMITS OF REQUIRED EXCAVATION SHALL EXTEND 25 FEET UPSTREAM AND DOWNSTREAM FROM THE FACES OF THE PROPOSED BRIDGE. BEYOND THE AREA OF REQUIRED EXCAVATION, PERMITTEE SHALL PERFORM TRANSITIONAL EXCAVATION, AS NEEDED, TO PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AREAS OUTSIDE OF THE WORK AREA AND THE EXCAVATED AREAS WITHIN THE WORK AREA, AND TO ENSURE THAT NONE OF THE WORK PERFORMED WITHIN THE CANAL PRISM CAUSES EROSION, SHOALING OR OTHER ADVERSE IMPACTS TO DISTRICT OPERATIONS AND MAINTENANCE.
12. EXCAVATED MATERIAL FROM THE CANAL SHALL NOT BE STOCKPILED IN THE RIGHT OF WAY. PERMITTEE SHALL REMOVE ALL EXCESS MATERIAL FROM THE RIGHT OF WAY.
13. CROSS-SECTION DRAWINGS REQUIRED BY THIS PERMIT SHALL BE TAKEN PERPENDICULAR TO THE CENTERLINE OF THE CANAL AND INCLUDE THE ENTIRE CANAL SECTION FROM TOP OF BANK TO TOP OF BANK AND EXTEND BEYOND TO THE DISTRICT'S RIGHT OF WAY LINES. CROSS-SECTIONS SHALL BE TAKEN AT 10-FOOT INTERVALS FOR THE ENTIRE WORK AREA, INCLUDING THE REQUIRED EXCAVATION AREA, TRANSITIONAL ZONES AND A MINIMUM OF 10-FOET OF THE EXISTING, UNDISTURBED CANAL (UPSTREAM AND DOWNSTREAM OF THE CROSSING). IN ADDITION, CROSS-SECTION DRAWINGS SHALL BE SUPERIMPOSED OVER THE ORIGINAL (PRE-EXCAVATED) CROSS-SECTIONS OF THE CANAL USING THE SAME HORIZONTAL/VERTICAL SCALE AND INCLUDE THE CROSS-SECTIONAL AREA BELOW THE DESIGN WATER SURFACE ELEVATION FOR BOTH EXISTING AND POST-WORK SECTIONS. ALL DRAWINGS SHALL BE COMPLETED USING NGVD 1929.
14. PERMITTEE SHALL NOT PLACE SIGNS, SIGNAL POLES, GUARD RAIL OR ANY OTHER IMPROVEMENTS WITHIN THE DISTRICT'S RIGHT OF WAY OR DESIGNATED EQUIPMENT STAGING AREAS UNLESS OTHERWISE AUTHORIZED BY THIS PERMIT.
15. PERMITTEE SHALL COMPLETELY EXTRACT THE PILES OF THE EXISTING BRIDGE AND PILE SUPPORTED WATER MAIN FROM THE CANAL. WRITTEN CERTIFICATION FROM A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA SHALL BE SUBMITTED TO THE DISTRICT VERIFYING THAT THE PILES HAVE BEEN COMPLETELY REMOVED FROM THE CANAL.
16. THE DISTRICT'S REVIEW OF BRIDGE PLANS AND RELATED IMPROVEMENTS ARE LIMITED TO DETERMINING WHETHER THE IMPROVEMENTS IMPACT THE DISTRICT'S OPERATIONS AND MAINTENANCE OF ITS RIGHTS OF WAY OR FLOOD CONTROL SYSTEM. ISSUANCE OF THIS PERMIT BY THE DISTRICT SHALL NOT BE CONSTRUED BY PERMITTEE OR ANY OTHER PARTY AS APPROVAL BY THE DISTRICT OF THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE BRIDGE IS DESIGNED, ENGINEERED AND CONSTRUCTED TO SERVE ITS INTENDED

PERMIT NO. MOD 10649

May 2, 2022

CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:

PURPOSE.

17. PERMITTEE SHALL INSTALL AND MAINTAIN THE RIP-RAP IN ACCORDANCE WITH THE PLANS AND DISTRICT ENGINEERING SPECIFICATIONS SET FORTH IN "SECTION 02370 - RIP-RAP SYSTEM" AND DETAILED ON SHEET C10 (A COPY OF WHICH IS ATTACHED TO THIS PERMIT) FOR THE WORK AUTHORIZED BY THIS PERMIT. NO MODIFICATION OF THE RIP-RAP SPECIFICATIONS IS PERMITTED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY THE DISTRICT.
18. PRIOR TO THE INSTALLATION OF THE RIP-RAP, PERMITTEE SHALL SHAPE THE CANAL BANK WHERE THE RIP-RAP IS TO BE INSTALLED TO MATCH THE ADJACENT BANK AND COVER THE ENTIRE AREA WITH SECURED FILTER CLOTH OR AN ALTERNATIVE MATERIAL APPROVED BY THE DISTRICT.
19. PERMITTEE SHALL INSTALL AND MAINTAIN THE RIP-RAP IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE WORK AUTHORIZED BY THIS PERMIT. NO MODIFICATION OF THE RIP-RAP SPECIFICATIONS IS PERMITTED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY THE DISTRICT.
20. PERMITTEE SHALL INSTALL THE RIP-RAP AND FILTER FABRIC FROM A POINT 2 FEET ABOVE THE DESIGN WATER ELEVATION TO THE TOE OF SLOPE AND EXTENDING UPSTREAM AND DOWNSTREAM FOR THE ENTIRE PROJECT LIMITS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE WORK AUTHORIZED BY THIS PERMIT.
21. AT NO TIME SHALL THE CANAL BE BLOCKED OR FLOWS OTHERWISE RESTRICTED OR IMPEDED. THIS RESTRICTION SHALL INCLUDE, BUT NOT BE LIMITED TO, A PROHIBITION ON THE USE OF DAMS OR FILL IN THE CANAL DURING ALL PHASES OF CONSTRUCTION AND ANY SUBSEQUENT FUTURE MAINTENANCE OPERATIONS.
22. THE DISTRICT'S FIELD REPRESENTATIVE SHALL HAVE SOLE AUTHORITY TO DETERMINE WHETHER PERMITTEE'S METHODS OF CONSTRUCTION, INTERIM WORK, CONSTRUCTION ACTIVITY OR USE OF THE RIGHT OF WAY IS IN CONFORMANCE WITH THE PERMIT AUTHORIZATION, INCLUDING TERMS AND CONDITIONS, THE APPLICATION, RESPONSES OR STATEMENTS MADE BY PERMITTEE DURING APPLICATION PROCESSING, AND SUPPORTING DOCUMENTS INCORPORATED INTO THE PERMIT FILE. IF THE DISTRICT'S FIELD REPRESENTATIVE DETERMINES THAT PERMITTEE'S ACTIVITIES ARE NOT IN CONFORMANCE, HE/SHE SHALL ISSUE A STOP WORK ORDER TO PERMITTEE UNTIL SUCH NONCONFORMANCE HAS BEEN RESOLVED TO THE SATISFACTION OF THE DISTRICT. IF PERMITTEE CHOOSES TO PROCEED WITH THE WORK AUTHORIZED BY THIS PERMIT, PERMITTEE ACKNOWLEDGES THIS CONDITION AND AGREES TO CEASE ALL ACTIVITY IN THE DISTRICT'S RIGHT OF WAY IMMEDIATELY UPON RECEIPT OF THE STOP WORK ORDER.
23. PERMITTEE SHALL MAKE PROSPECTIVE BIDDERS AWARE OF THE TERMS AND CONDITIONS OF THIS PERMIT. PERMITTEE SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS CONTRACTORS AND AGENTS AND TO ENSURE THAT PARTIES ACTING ON BEHALF OF PERMITTEE COMPLY WITH THE TERMS AND CONDITIONS OF THIS PERMIT.
24. TURBIDITY BARRIERS SHALL BE PLACED WITHIN THE CANAL IF DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE AT THE PRE-CONSTRUCTION MEETING. PERMITTEE SHALL REMOVE THE TURBIDITY BARRIERS IN COMPLIANCE WITH DIRECTION FROM THE DISTRICT WHEN OPERATION, MAINTENANCE OR EMERGENCY CONDITIONS REQUIRE SUCH REMOVAL.
25. THE DISTRICT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REQUIRE AN INSPECTION REPORT FROM A PROFESSIONAL ENGINEER OR CONTRACTOR LICENSED IN THE STATE OF FLORIDA AT ANY TIME DURING WHICH THE AUTHORIZED WORK REMAINS IN THE RIGHT OF WAY TO VERIFY THAT THE AUTHORIZED WORK COMPLIES WITH INDUSTRY STANDARDS, PERFORMS THE FUNCTION FOR WHICH IT WAS DESIGNED AND IS SOUND AND POSES NO THREAT TO THE DISTRICT'S RIGHT OF WAY AND/OR OPERATION AND MAINTENANCE OF ITS FLOOD CONTROL SYSTEM. IF THE DISTRICT DETERMINES THAT REPAIR, REPLACEMENT OR REFURBISHMENT OF THE AUTHORIZED WORK IS REQUIRED, PERMITTEE SHALL IMMEDIATELY COMPLY WITH DISTRICT DIRECTION TO SECURE APPROVALS/PERMITS, AS MAY BE REQUIRED, AND TO PERFORM SUCH WORK WITHIN THE TIMEFRAME SET FORTH BY THE DISTRICT.
26. PERMITTEE SHALL NEITHER CONSTRUCT, INSTALL OR PLACE ADDITIONAL IMPROVEMENTS WITHIN THE DISTRICT'S RIGHT OF WAY, NOR USE THE RIGHT OF WAY FOR ANY ACTIVITY (UNLESS EXPRESSLY AUTHORIZED BY THIS PERMIT) WITHOUT FIRST HAVING OBTAINED A MODIFICATION OF THIS PERMIT. OF PARTICULAR NOTE, THAT AREA MEASURING 40 FEET LANDWARD FROM THE TOP OF BANK SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS, IMPROVEMENTS OR USE, UNLESS OTHERWISE AUTHORIZED BY THIS PERMIT.
27. THIS PERMIT SHALL NOT BECOME VALID UNTIL ALL OTHER REQUIRED SOUTH FLORIDA WATER MANAGEMENT DISTRICT, LOCAL, COUNTY AND/OR STATE PERMITS OR OTHER AFFECTED PARTIES' APPROVALS HAVE BEEN OBTAINED. IF THERE IS A CONFLICT BETWEEN THE WORK AUTHORIZED BY THIS PERMIT AND A PERMIT OBTAINED FROM A DIFFERENT PUBLIC OR PRIVATE ENTITY, THE TERMS AND CONDITIONS OF THIS PERMIT SHALL PREVAIL AND HAVE SUPERIORITY.
28. A COPY OF THE PERMIT PACKAGE WILL BE KEPT AT THE JOB SITE UNTIL COMPLETION OF ALL PHASES OF CONSTRUCTION AND APPROVAL OF THE FINAL INSPECTION.

PERMIT NO. MOD 10649

May 2, 2022

CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:

29. IF THE IMPROVEMENTS, WORK AND/OR USE AUTHORIZED BY THIS PERMIT (EITHER DURING CONSTRUCTION OR FOLLOWING COMPLETION) RESULT IN ANY DAMAGE TO THE DISTRICT'S RIGHT OF WAY (E.G., SHOALING, EROSION OR WASH-OUT OF ANY AREA IN THE RIGHT OF WAY), DISTRICT FACILITIES AND/OR ANY OTHER FACILITIES (AUTHORIZED OR UNAUTHORIZED), PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR REPAIRING SUCH DAMAGE. IN ADVANCE OF PERFORMING ANY REPAIRS, PERMITTEE SHALL CONSULT WITH THE DISTRICT TO DETERMINE THE APPLICABLE DISTRICT PROCESSES AND REQUIREMENTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, FILING AN APPLICATION FOR A RIGHT OF WAY OCCUPANCY PERMIT TO SECURE AUTHORIZATION TO PERFORM SUCH WORK. PERMITTEE SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY RESULTING FROM SUCH DAMAGE.
30. THE DISTRICT SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO ANY IMPROVEMENTS AND/OR RELATED APPURTENANCES AUTHORIZED BY THIS PERMIT RESULTING FROM DISTRICT USE, OPERATION (E.G., GATE, PUMPING AND STRUCTURE OPERATIONS, WATER LEVEL MANAGEMENT, WATER FLOWS, FLUCTUATIONS AND OPERATIONS OF ITS STRUCTURES), ACTIVITY AND/OR MAINTENANCE OF OR IN ITS RIGHTS OF WAY OR OTHER WORKS OF THE DISTRICT.
31. IF STORM, HURRICANE OR EMERGENCY CIRCUMSTANCES DEVELOP, THE DISTRICT IS AUTHORIZED, AT ITS SOLE DISCRETION, TO TEMPORARILY OR PERMANENTLY SUSPEND OR TERMINATE THE AUTHORIZED USE. IN SUCH EVENT, THE DISTRICT WILL CONTACT PERMITTEE TO PROVIDE DIRECTION WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, VACATING THE RIGHT OF WAY, REMOVING AND/OR SECURING EQUIPMENT AND/OR MATERIALS FROM THE RIGHT OF WAY, OR PERFORMING WORK TO ENSURE THAT THE RIGHT OF WAY IS SUFFICIENTLY RESTORED TO ACCOMMODATE DISTRICT OPERATIONS AND MAINTENANCE ACTIVITIES. PERMITTEE, INCLUDING ALL PERSONS, VENDORS, SUB-CONTRACTORS OR AGENTS OF PERMITTEE, SHALL BE REQUIRED TO COMPLY WITH DISTRICT DIRECTION. THE DISTRICT RESERVES THE RIGHT TO TERMINATE THE AUTHORIZED USE IF PERMITTEE FAILS TO MAKE SURE THAT ALL PARTIES COMPLY WITH THIS CONDITION.
32. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING REGULAR AND ROUTINE INSPECTIONS OF THE IMPROVEMENTS AUTHORIZED BY THIS PERMIT AND CORRECTING ANY DEFICIENCIES IDENTIFIED BY SUCH INSPECTIONS TO ENSURE THAT THE IMPROVEMENTS CONTINUE TO COMPLY WITH THE PERMIT AND PERFORM, AS NEEDED, TO PROTECT PUBLIC HEALTH, SAFETY AND WELFARE.
33. PERMITTEE IS ADVISED THAT THE DISTRICT HAS NO CONTROL OVER THE SALE OR TRANSFER OF REAL OR PERSONAL PROPERTY. IT IS THE SOLE OBLIGATION OF PERMITTEE TO DISCLOSE TO PROSPECTIVE PURCHASERS THE EXISTENCE OF THIS PERMIT, AND THE TERMS AND CONDITIONS CONTAINED HEREIN. BECAUSE THIS PERMIT IS A REVOCABLE LICENSE THAT DOES NOT ATTACH TO THE LAND, PERMITTEE CONTINUES TO BE OBLIGATED TO COMPLY WITH THIS PERMIT EVEN IF PERMITTEE SELLS OR TRANSFERS THE REAL PROPERTY ADJACENT TO OR ENCUMBERED BY DISTRICT RIGHT OF WAY. ACCORDINGLY, IT IS RECOMMENDED THAT PERMITTEE ENSURE THAT THIS PERMIT IS TRANSFERRED TO A NEW OWNER IN CONJUNCTION WITH ANY SALE OR TRANSFER OF THE SUBJECT REAL PROPERTY.
34. THE WORK OR USE AUTHORIZED BY THIS PERMIT SHALL BE COMPLETED BY MAY 31, 2024 UNLESS OTHERWISE EXTENDED BY THE DISTRICT IN WRITING. IF PERMITTEE REQUIRES AN EXTENSION OF THE WORK EXPIRATION DATE, PERMITTEE SHALL SUBMIT A REQUEST FOR AN EXTENSION IN THE MANNER AND FORM, AS DIRECTED BY THE DISTRICT. THE DISTRICT RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS OR DENY PERMITTEE'S REQUEST.

END.

Application to the South Florida Water Management District for Issuance of a Right of Way Occupancy Permit

RECEIVED

MAY 06 2021

RIGHT OF WAY

3301 Gun Club Road, West Palm Beach, FL 33406-3007
Telephone (561) 686-8800 FL WATS Line 1-800-432-2045

Attention: Right of Way Permitting

Application No.

21-0506-1M

Permittee/Owner(s) Full Name (include all Permittee/Owner(s) if applicable) City of North Miami - Mohammad Ayub Zaid, Project Manager				
Email Address mzaid@northmiamifl.gov				
Street Address 1855 NE 142nd St	City North Miami	State FL	ZIP 33161	Telephone No. (305)895-9883
Agents' Name (if applicable) Jose A. Peña Ramos, RJ Behar & Company, Inc.				
Email Address jpena@rjbehar.com				
Street Address 6861 S.W. 196 Avenue, Suite 302	City Pembroke Pines	State FL	ZIP 33332	Telephone No. 954-680-7771
REQUESTED USE				
<input type="checkbox"/> New Permit	<input checked="" type="checkbox"/> Modification of Existing Permit (Permit Number)		10649	
<input type="checkbox"/> Proposed	<input type="checkbox"/> Existing		<input type="checkbox"/> Both	
LOCATION OF PROJECT (Note: Copy of recent property/boundary survey and aerial map of property tied to a well-known landmark must be provided)				
Work or Land (canal or levee) Involved Canal 8 Extension (Biscayne Canal)	County Miami-Dade	Section 24, 25	Township 31, 52S South	Range 41, 42E East
Lot No.	Block No.	Subdivision Name		
DESCRIPTION OF PROJECT (Note: Check all uses/facilities that apply)				
<input checked="" type="checkbox"/> Bridge	<input type="checkbox"/> Bulkhead/Seawall	<input type="checkbox"/> Culvert	<input type="checkbox"/> Dock	
<input type="checkbox"/> Fencing	<input type="checkbox"/> Landscaping	<input type="checkbox"/> Temporary Use (access/storage)	<input type="checkbox"/> Utility Installation	
<input type="checkbox"/> Other (include description below)				
Removal of the existing pedestrian bridge and existing above ground utilities and construction of a new pedestrian bridge.				

40E-6.381 LIMITING CONDITIONS

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

1) All structures on District works or lands constructed by permittee shall remain the property of permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.

2) Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by permittee in order to meet permittee's duty to incorporate safety features, as set forth above.

3) Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

4) This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and permittee shall be responsible for all removal and restoration costs.

5) This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

6) Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and/or future employees, agents, representatives, officers and/or Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's in-house attorneys' fees based upon private attorneys' fees/rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the Permittee or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

7) The District does not waive sovereign immunity in any respect.

8) The permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:

- a) discharge of debris or aquatic weeds into the works of the District;
- b) causing erosion or shoaling within the works of the District;
- c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.

Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in a), b), and c), above;

- d) leaving construction or other debris on the District's right of way or waterway;
- e) damaging District berms and levees;

- f) the removal of District owned spoil material;
- g) removal of or damage to District locks, gates, and fencing;
- h) opening of District rights of way to unauthorized vehicular access; or
- i) running or allowing livestock on the District's right of way.

9) The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

10) Permittee shall allow the District to inspect the permitted use at any reasonable time.

11) Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the permittee's use.

12) This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.

13) The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U. S. Army Corps of Engineers for the works of the District.

14) If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.

15) The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use, where the permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the permittee to pay all taxes due and payable.

16) Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.

17) Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is located. Governmental entities and utilities are not subject to this provision.

18) Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.

19) All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.

20) It is the responsibility of the permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.

21) It is the responsibility of the permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

22) Special Conditions that are site specific shall be incorporated into every permit as may be necessary in the best interest of the District.

23) The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District's utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 FS. History—New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24-91, 9-15-99

In compliance with provisions of Chapter 373, Florida Statutes and Chapter 40E-6, Florida Administrative Code, application is hereby made for a Right of Way Occupancy Permit in accordance with support drawings, data and incidental information filed with this application and made a part of this application. I hereby certify that all information contained in or made a part hereof is true and correct to the best of my knowledge, that any permit issued shall require that the permitted use be constructed and operated in accordance with such information.

I further certify that I have read the Standard Limiting Conditions appearing on this application and understand that said conditions will be incorporated within any permit issued pursuant to the application, unless expressly waived by the Governing Board. I further acknowledge that the SFVMD may incorporate additional special conditions as may be necessary in the best interest of the District.

In signing this application, I acknowledge that failure to comply with all conditions of this permit may result in permit revocation, financial assurance or bond forfeiture, and remedial action against me by the SFVMD. I assume full responsibility for the actions of all my employees, agents and persons, whether under direct contractual obligation to me or indirectly, with respect to compliance with the conditions and limitations contained within this application or within a permit issued as a result of this application.

NOTE: Either Permittee/Owner – or – Agent can sign

Mohammad Ayub Zaid
Permittee/Owner's Name (print or type)

Permittee/Owner's Name (sign)

Date

Jose A. Peña Ramos
Agent Name (print or type)

Agent Name (sign)

04/16/2021
Date

4/20/21

SIGN HERE

Please be sure the following accompany the submittal of your application:

Application Processing Fee (if applicable)

8 1/2" x 11" Drawings describing the use or facilities

All other information as outlined in the Criteria Manual

Submit the original application package and 3 duplicates

RECEIVED

MAY 06 2021

RIGHT OF WAY

21-0506-1M



**SFWMD NOTICE GENERAL PERMIT NO. 10649
(NON-ASSIGNABLE)**

Date Issued: June 6, 2024

AUTHORIZING: REPLACE EXISTING PILE SUPPORTED PEDESTRIAN BRIDGE WITH A CLEAR SPAN PEDESTRIAN BRIDGE, INSTALL RIP-RAP, AND REMOVE (3) THREE ABANDONED WATER MAINS (TWO ATTACHED TO THE EXISTING BRIDGE AND ONE PILE SUPPORTED) CROSSING THE C-8 CANAL AT NE 131ST STREET. (5/2/ 2022)

COMBINATION PILE-SUPPORTED UTILITY LINE CROSSING AND FOOTBRIDGE (UTILITIES CONSIST OF ONE FORCE MAIN AND TWO WATER MAINS) CROSSING C-8 AT NE 131ST STREET. (4/10/1997)

LOCATED IN: Miami-Dade County

**ISSUED TO: City of North Miami
1855 NE 142nd Street
North Miami, FL 33181**

This permit is issued pursuant to Application No. 240516-43877 dated May 21, 2024 and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

WORK PROPOSED MUST BE COMPLETED ON OR BEFORE May 31, 2025 .

Otherwise, this permit is void and all rights there under are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

SPECIAL CONDITIONS (SPECIFIC PROJECT CONDITIONS) AND LIMITING CONDITIONS ON ATTACHED SHEETS ARE A PART OF THIS DOCUMENT.

Sincerely,



John Hixenbaugh

Section Administrator - Right of Way Section

Special Conditions

General Conditions

40E-6.381. Limiting Conditions

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, Permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

1. All structures on District works for lands constructed by Permittee shall remain the property of Permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.
2. Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, Permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the Permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by Permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by Permittee in order to meet Permittee's duty to incorporate safety features, as set forth above.
3. Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.
4. This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the Permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and Permittee shall be responsible for all removal and restoration costs.
5. This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other

required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

6. Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and/or future employees, agents, representatives, officers and/or Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's in-house attorneys' fees based upon private attorneys' fees/ rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the Permittee or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

7. The District does not waive sovereign immunity in any respect.

8. The Permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:

- (a) discharge of debris or aquatic weeds into the works of the District;
- (b) causing erosion or shoaling within the works of the District;
- (c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.
- (d) leaving construction or other debris on the District's right of way or waterway;
- (e) damaging District berms and levees;
- (f) the removal of District owned spoil material;
- (g) removal of or damage to District locks, gates, and fencing;
- (h) opening of District rights of way to unauthorized vehicular access; or
- (i) running or allowing livestock on the District's right of way.

9. The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

10. Permittee shall allow the District to inspect the permitted use at any reasonable time.

11. Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the Permittee's use.

12. This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.

13. The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U.S. Army Corps of Engineers for the works of the District.

14. If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.

15. The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use,

where the Permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the Permittee to pay all taxes due and payable.

16. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.

17. Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is. Governmental entities and utilities are not subject to this provision.

18. Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.

19. All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.

20. It is the responsibility of the Permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the Permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.

21. It is the responsibility of the Permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

22. Special Conditions that are site specific shall be incorporated into every Permit as may be necessary in the best interest of the District.

23. The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District's utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 FS. History--New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24-91, 9-15-99, 8-12-13.

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below

[10649 Modification.pdf](#)

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's

security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.

- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

Rev. 06/21/15