



*City of Miami*

**ADDENDUM NO. 6**

February 10, 2016

**REQUEST FOR PROPOSALS NO.: 15-16-010**

**DESIGN-BUILD SERVICES FOR THE  
WAGNER CREEK/SEYBOLD CANAL RESTORATION PROJECT**

**CITP PROJECT NO.: B-50643**

**TO ALL PROSPECTIVE BIDDERS:**

The following changes, additions, clarifications and/or deletions amend the above-captioned Request for Proposals and shall become an integral part of the Proposals submitted and the Professional Services Agreement to be executed for Design Build Services for the Wagner Creek/Seybold Canal Restoration Project – Request for Proposals No.: 15-16-010 (the “Project”). Please note the contents herein and affix same to the documents you have on hand.

**All attachments (if any) are available on the CITP website and are part of this Addendum.**

- A. The period for new requests for additional information and clarification for RFP 15-16-010 ended on February 5, 2016. However, the City will allow additional time for clarification and follow-up to the City responses issued through addenda. The deadline for follow up questions regarding the City responses, **is February 19, 2016, at 5:00 PM (local)**.
- B. The deadline for receipt of proposals for RFP15-16-010 has been extended to **Tuesday, March 8, 2016, at 3:00 PM** (local time), to allow time for the City to respond to inquiries.
- C. Section 4, Subsection 4.1.A.13, Technical Certification Forms, has been deleted in its entirety as these forms are no longer required.

**13. Technical Certification Forms**

- ~~Miami-Dade County Technical Certification Forms~~

- D. Section 4.1.C, Response Submission Format, Subsection B, is being revised to reflect the addition of requirement No. 10 below:

**Section B**

- 1. RFP-QP Qualifications of the Proposer
- 2. Resume of the Principal-In-Charge

3. Organizational Chart of the Proposer
4. RFP-QC – Workload Capacity
5. Professional Licenses
6. State of Florida Corporate Certificate
7. Business Tax Receipt(s)
8. Insurance of Capability Letter
9. Joint Venture Form (if applicable)
10. Listing of governmental projects requiring funding and reporting requirements for loan and grant funded projects. (Maximum 1 page for this listing)

E. Section 4.1.C, Response Submission Format, Subsection C is being revised to reflect addition of requirement No. 5 below:

**Section C**

1. RFP-QT – Qualifications of Team.
2. 4a-4c from Section 4.1A .4 – Qualifications of the Team (excluding resumes for Project & Construction Manager).
3. Organizational Chart of the Team.
4. List of similar projects where Key Personnel have worked together previously.
5. Listing of governmental projects requiring funding and reporting compliance (e.g., grants, loans, etc.) (Maximum 1 page for this listing)

F. Section 3.1, Acceptance/Rejection has been deleted in its entirety and replaced with the following to correct the first sentence:

The City reserves the right to accept any and all Responses that best meet the criteria in the Solicitation, or reject any or all Responses. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who does not have the capacity to perform the requirements defined in this RFP. Further, the City may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP.

G. Section 7, Insurance, Sub-Section 7.9., Protection and Indemnity Liability, has been revised due to a scrivener’s error, to correct the amounts of Limits of Liability from ~~\$1,000,000/\$2,000,000~~ to \$2,000,000/\$2,000,000:

Limits of Liability	<u>\$2,000,000 / \$2,000,000</u>
Jones Act Included	
City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured	

H. **The following are the inquiries received and the corresponding responses**

Q1. The following forms are locked and does not allow entry of text. Will the City consider unlocking the form or setting the form up as an electronic form to allow for text to be typed in directly?

- 1) **RFQ-PM-R** “Reference Letter for the Project Manager”
- 2) **RFP-DM** “Qualifications of Proposer Design Manager”
- 3) **RFQ-DM-R** “Reference Letter for the Design Manager”

- 4) **RFP-CM-R** “Reference Letter for the Construction Manager”
- 5) **RFP-EE** “Qualifications of Proposer Engineer”
- 6) **RFP-EE-R** “Reference Letter for the Engineer”
- 7) **RFP-QA** “Qualifications of Proposer Quality Assurance Manager”
- 8) **RFP-QA-R** “Reference Letter for the Quality Assurance Manager”
- 9) **RFP-UC** “Qualifications of Proposer Utility Coordination Manager”
- 10) **RFP-UC-R** “Reference Letter for the Utility Coordination Manager”
- 11) **RFP-HS** “Qualifications of Proposer Health & Safety Manager”
- 12) **RFP-HS-R** “Reference Letter for the Health & Safety Manager”
- 13) **RFP-FC-R** “Reference Letter - Financial Compliance Manager”
- 14) **RFP-CC** “Qualification of the Proposer – Contract Compliance Specialist”
- 15) **RFP-CC-R** “Reference Letter – Contract Compliance Specialist”
- 16) **RFQ-DB-PP-R** “Reference Letter for Design-Build Firm”

**A1.** The City has created PDF fillable forms where applicable at the following link - [http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/ProjectPages/RFP\\_Forms\\_Wagner.asp](http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/ProjectPages/RFP_Forms_Wagner.asp).

Reference forms will not be “un-locked”. Reference forms must be hand written or typed manually with an original signature.

**Q2.** Page 57 of the RFP, Item 22, requests a form **RFP-PI** “Qualifications of the Public Information Manager” however form RFP-PI is titled “Public Information Manager Capabilities.” Will you please confirm if this is the correct form to use in response to Section D, Number 22?

**A2.** Yes, Form RFP-PI is the correct form to use in response to Section D.

**Q3.** Form **RFP-PI** “Public Information Manager Capabilities” only allows for one line of text to be included for our “description of our experience.” Will the City consider unlocking the form or adjusting the form field to allow for multiple lines of text?

**A3.** Please refer to the following link on the CITP website for the revised form - [http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/ProjectPages/RFP\\_Forms\\_Wagner.asp](http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/ProjectPages/RFP_Forms_Wagner.asp)

**Q4.** Form **RFP-FC** “Financial Compliance Manager Capabilities” does not allow for more than one line of text to be entered for the “description of experience.” Will the City consider unlocking the form, or modifying to allow multiple lines of text to be used to describe our Team’s past experience?

**A4.** Please refer to the following link on the CITP website for the revised form - [http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/ProjectPages/RFP\\_Forms\\_Wagner.asp](http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/ProjectPages/RFP_Forms_Wagner.asp)

**Q5.** RFP Section 4, Subsection 4.1.A.13, Technical Certification Forms, requires the completion of the Miami-Dade Technical Certification Forms. These forms were not included in the solicitation, please provide these forms if they are required as part of the proposal.

**A5.** See item C above.

- Q6.** RFP Section 1.2 states “Sealed written responses must be received by the City of Miami; City Clerk’s Office, no later than the date, time and at the location indicated in Section 4 of the RFP...” Will the Customer allow hand-delivered Responses to the designated office?
- A6.** Yes. Proposals may also be hand-delivered to the City Clerk’s Office, no later than the date, time and at the location indicated in Section 4 of the RFP.
- Q7.** Please confirm if Proposers must provide examples of experience with governmental and reporting requirements.
- A7.** Proposer shall provide examples of experience with governmental and reporting requirements for loan and grant funded projects (e.g. grants, loans, etc.). A maximum of 1 page is allowed for this listing. Section 4.1.C, subsection B was revised. See item No. D above.
- Q8.** RFP Section 4, Subsection 4.1.A.5.d (Qualifications of the Team) asks for a listing of governmental projects requiring funding and reporting compliance, but it is not included in Subsection 4.1.C Section C. Please confirm that a listing of governmental projects requiring funding and reporting compliance is not required as part of the Team Qualifications submission?
- A8.** Proposer shall provide examples of experience with governmental and reporting requirements for loan and grant funded projects. Section 4.1.C, subsection C is being revised to reflect this. See item E. above.
- Q9.** CAP Section 2.8, states that structures at risk (Appendix B) will be repaired/reinforced before work begins. Failing structures will be removed. Preemptive structure stabilization is also required. Who is responsible for these actions? There is no line item on the price proposal form for these actions.
- A9.** To facilitate field decisions that protect structures to the greatest extent possible during the dredging, the following has been added to the survey notes on the drawings; “The proposed dredge cut lines and grades shown on these cross-sections are to be field verified in order to remove the maximum extent of contaminated sediment without compromising structures located adjacent to or within the designated work area.” The Design-Build Team is required to assess structures that are within, or close to, the limits of dredging prior to the start of removal activities and recommend modifications (if needed) to the dredge prisms to avoid compromising structures.
- Q10.** CAP Section 2.9, states that there are eight bridges/culverts along Wagner Creek/Seybold Canal waterways. Since engineering detail regarding the design or installation of these structures is not available, so over excavation will not be performed within 10 feet of these structures. This may result in some un-dredged sediment near these structures. Section 3.3 and Table 3-5 indicate that sediments are to be removed from the culverts. Please clarify the sediment removal constraints.
- A10.** For the eight bridges/culverts along the Wagner Creek/Seybold Canal dredging shall not occur within 10-feet of these structures. In addition, as previously stated; The Design-Build Team is required to assess structures that are within, or close to, the limits of dredging

prior to the start of removal activities and recommend modifications (if needed) to the dredge prisms to avoid compromising structures.

- Q11.** CAP Attachment A, Health, Safety, and Emergency Response 1.04, Responsibilities, states the Design-Builder shall provide a Health and Safety Coordinator (HSC), a Health and Safety Officer (HSO), and a Safety Technician (ST) with the HSO and ST located at the site.

CAP Attachment A – Specification 35 20 25.23, 106.B and 106.C: Requires both a full-time Health and Safety Manager and a full time Site Safety and Health Officer on site. RFP Section 2, subsection 2.7.K states “The Design-Build Firm shall utilize a single dedicated person responsible for health and safety throughout the performance of the work ...”. Please clarify the H&S Personnel (and their titles) required to be on site during this project.

None of the personnel requirements listed in CAP Attachment A, Page 01 05 01 – 4, 5 match those of the Health & Safety Manager in the RFP. Please confirm that the Health & Safety Manager requirements in RFP Section 3.5.D is what bidders should use.

- A11.** RFP Section 3.5.D is what the Proposers should use for costing and staffing purposes specific to Health and Safety. It is the Proposers responsibility to determine if one person on site during construction activities is adequate for the work they are performing.

- Q12.** Attachment D, Draft Contract, Paragraph 87, Page 56, states that the City may avail itself of all remedies. Will the City consider a reasonable limitation of liability, for example, a clause that bars consequential damages, and a cap on the liquidated damages?

- A12.** The City will not consider the request.

- Q13.** Attachment D, Draft Contract, Paragraph 64, Page 44, (also referred to in Paragraph 65, Page 45) states that “a request for Excusable Delay shall be made within ten (10) calendar days...” Will the City consider a 20 day notice period?

- A13.** The City prefers a duration of 10 calendar day notice period, but will consider a request to increase the duration during contract negotiations.

- Q14.** Attachment D, Draft Contract does not permit compensation adjustments for any delays regardless of the cause. Would you allow the awarded Proposer to propose adjustments to the price for delays associated with changes otherwise granted based on differing site conditions?

- A14.** No.

- Q15.** Would the City please clarify the approved work schedule/hours in OS’s 1, 2, 5 and 6. Additionally, would you please confirm the nighttime work schedule / hours for OS’s 3 and 4?

- A15.** As specified in Attachment A, dredging shall be performed up to 10 hours per day (8:00am to 6:00pm), 6 days per week (Mondays to Saturdays). Any work outside of these hours or during federal holidays requires a Noise Waiver from the City.

**Q16.** Vol-1-CAP-2\_08\_09 (pg. 28) states: TEQ – contaminated sediments are present only in OS-1 and 2 of Wagner Creek. Table 2-4, Preliminary Estimates of Sediment Volumes and Mass to be removed, only indicates TEQ contamination in OS-1. Is TEQ – contaminated sediment present in OS-2 and if so, verify amount and location?

**A16.** As shown in Figure 3-4 (in the CAP2), only two reaches in Wagner Creek OS-1 exhibited TEQs above the FDEP guideline set for local Class 1 non-hazardous waste landfill disposal of > 1 ppb as follows:

1. The second sub-section of OS-1 (designated as Section 1-2) is approximately 588 ft. in length and extends from sample location CES-3 (station 2+76) down to CH-02-04 (station 8+64)
2. The fourth sub-section of OS-1 (designated as Section 1-4) is approximately 178 ft. in length and extends from sample location CH-02-06 (station 11+52) down to CH-08 (station 13+30).\

The dredged sediments from portions of the canal with TEQ levels  $\leq$  1 part per billion (ppb) will be sent to the closest Subtitle D non-hazardous landfills. The dredged material from “hot” areas will be segregated for disposal at a designated disposal facility outside the State of Florida when estimated TEQ concentrations are above 1 ppb (“hot”). These dredged sediments will be sent to a designated landfill in Emelle, Alabama (or similar).

The quantities listed in Table 2-4 are to be used for cost estimating purposes.

**Q17.** There is a discrepancy between the staffing requirements identified in the RFP and the staffing requirements identified in the CAP. Will the City please clarify which should take precedent?

**A17.** The staffing requirements in the RFP should take precedence.

**Q18.** Page 41 of the RFP indicates that the requirements for the Financial Compliance Specialist “shall be a State of Florida CPA with 10 years of experience;” Would the City accept a candidate that meets all of the listed requirements with the exception of a CPA?

**A18.** The requirements for the Financial Compliance Specialist stands.

**Q19.** Page 53, Section 2 of the RFP indicates “Price Proposals are submitted for the purposes of determining the Successful Proposer and establish the maximum potential value of the Contract to be awarded by the City. The City, at its sole discretion, may conduct further negotiations to determine the final value of the Contract to be awarded and may request a detailed proposed schedule of values based on the Price Proposal.” Understanding the Schedule of Values may be requested of the awarded contractor, will the City please elaborate on what should be submitted within Section N for the Schedule of Values?

**A19.** At a minimum, the Proposers shall submit their Schedule of Values consistent with a new specification: Section 01 29 00, Payment Procedures. Section 01 29 00 has been revised and is attached.

- Q20.** RFP Sections 4.1.A and 4.1.B note and number the Technical and Price submissions as separate volumes. RFP Section 4.1.C treats the proposal as one volume. Please confirm proposers are required to submit two separate volumes, Technical and Price?
- A20.** A Proposer shall propose on the “base” proposal consistent with the Corrective Action Plan – Version 2 (CAP2), and may also propose an Alternate Technical Concept (ATC) proposal. For the base proposal, Proposers are required to submit two separate proposals: one for technical and a sealed Price proposal. If the Proposer is submitting the ATC proposal, Proposer shall also submit two separate proposals; one for Technical and one for Price.
- Q21.** RFP Section 5.B Evaluation Criteria states that there are 1,100 evaluation points possible but the total criteria points given total to 1,000. Please confirm the total evaluation criteria totals 1,000 as show in the criteria breakout.
- A21.** In Section 5.B, Evaluation Criteria, the maximum number of points per Committee member is incorrectly stated as 1,100 in parentheses. The correct maximum number of points is 1,000.
- Q22.** CAP Attachment A, Surveying 3.05.A, requires owners of adjacent properties to sign and acknowledge pre construction survey results. No dredging may occur until property owner acknowledges the result. What if property owners refuse to sign or even discuss or dispute survey results? Please confirm this does not include access agreement locations.
- A22.** a) In the event that a property owner refuses to sign or even discuss or dispute survey results, the City will utilize an adjudication process to resolve the dispute and allow the Design Build Firm to proceed.  
b) The pre-construction survey should not be inclusive of the access agreements.
- Q23.** The conversion multiplier from cubic yards to tons varies throughout the reports from 1.34 to 1.39. Would the City please clarify what is the correct multiplier to be used in order to convert cubic yards to tons?
- A23.** For planning purposes, please use 1.38 tons/CY. For cost estimating, please use the quantities identified in the Price Proposal Form. Any deviations will be adjusted based on the proposed unit costs.
- Q24.** Cubic yard sediment volumes vary between the CAP reports and the ‘Attachment C, Price Proposal Forms.’ Would the City please clarify what cubic yard volumes are to be used for the base proposal?
- A24.** For cost estimating, please use the quantities identified in the Price Proposal Form. Any deviations will be adjusted based on the proposed unit costs.

**Q25.** RFP Section 3.5.B states for the Design-Build Firm “Three (3) references from Owners of a project(s) of similar scope and complexity that have been completed are to be included in the Response.” Please clarify that the Customer requires the identification of three projects of similar scope and complexity with a single reference for each of those three projects. Can a Proposer include more than three projects and corresponding references?

**A25.** a) Yes, the City requires the identification of three projects of similar scope and complexity with a single reference for each of those three projects.  
b) Yes, the Proposer may include more than three projects and the corresponding references.

**Q26.** RFP Section 3.5.D Key Personnel identifies the minimum qualifications for each Key Personnel. Please confirm the requirements in the RFP and its Addendums take precedence over any requirement conflicts that may exist in the required forms?

**A26.** Yes.

**Q27.** Addendum No. 5 to RFP 15-16-010, Answer to Question No. 29 states “For the City to consider a project as complete, the proposer shall provide documentation of completion. Copies of such documentation shall be provided for each project being submitted to demonstrate meeting the Minimum Requirements.”

It is not typical for dredging design/build projects (or environmental construction projects in general) to receive any regulatory or certificate of closure documentation once the contract is complete. The release of the bond or receipt of final payment are typically the only documentation that a project/contract are final.

The City of Miami, RFP form, RFP-PP-R, Design Build Firm Reference Letter requires the proposer’s reference to identify the Project Completion Date as well as other details about the referenced project. Will the Customer allow the completed and signed Reference Letters for the Design-Build Firm (RFP-DB-PP-R) satisfy the requirement for documentation of completion?

**A27.** Yes.

**Q28.** Addendum No. 5 to RFP 15-16-010, Answer to Question No. 4 states two resumes are required for Key Personnel. Please confirm that the same resumes can be supplied for Section 5 (Qualifications of the Team) and Section 6 (Qualifications of Key Personnel) as long as the resume includes all stated requirements?

**A28.** Yes.

**Q29.** RFP Section 4.1 states “Hard cover binders are not acceptable for the submission of the Response. Please confirm if spiral binding of the proposal is acceptable or if the customer prefers the proposal volumes be bound by a binder clip only?”

**A29.** Yes, spiral binding and binder clips are acceptable.

**Q30.** The project RFP allows for Alternative pricing and approach. Will the same point system be used for evaluation of the alternate proposal?

**A30.** Yes.



**THIS ADDENDUM IS AN ESSENTIAL PORTION OF THE RFP AND SHALL BE MADE A PART THEREOF.**



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**Annie Perez, CPPO, Director of Procurement  
City of Miami Procurement Department**

This Addendum shall be signed by an authorized representative and dated by the Proposer and submitted as proof of receipt with the submission of the Proposal.

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SECTION 01 29 00  
PAYMENT PROCEDURES  
PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Schedule of Values: Submit on the City's standard form.
2. Schedule of Estimated Progress Payments:
  - a. Submit with initially acceptable Schedule of Values.
  - b. Submit adjustments thereto with Application for Payment.
3. Application for Payment.
4. Final Application for Payment.

1.02 SCHEDULE OF VALUES

- A. Prepare a separate Schedule of Values that includes documentation for each schedule of the Work, and for each individual Operational Section (OS), under the Agreement.
- B. Upon request of Engineer or Owner, provide documentation to support the accuracy of the Schedule of Values.
- C. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- D. Lump Sum Work:
  1. Reflect Schedule of Values format included in Conformed Compensation Schedule, Specified Allowances and Alternates, as applicable.
  2. List bonds, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and contract closeout separately.
  3. Include Schedule of Values documentation for all Lump Sum items in Attachment C: Price Proposal Forms
  4. Break down by Division 2 through 49 with appropriate subdivision of each Specification for each Project facility.
- E. An unbalanced or front-end loaded schedule will not be acceptable.
- F. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.
- G. Submit Schedule of Values at least 14 days prior to submitting first payment.

1.03 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.

- B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

#### 1.04 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form provided in Section 01 33 00, Submittal Procedures, with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of the Design-Builder. Submit to address provided in Contract Agreement.
- B. Use detailed Application for Payment Form provided in Contract Terms and Conditions.
- C. Provide separate form for each schedule as applicable.
- D. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the Work to be paid on a unit priced basis.
- E. Include separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by Owner or Engineer.
- F. Preparation:
  - 1. Round values to nearest dollar.
  - 2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form for each schedule, as applicable.
  - 3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Owner.

1.05 MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by the Design-Builder and certified accurate by state agency responsible. Weight or load slip shall be obtained from weigher and delivered to Engineer at point of delivery of material.
- C. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by Engineer. Each vehicle shall bear a plainly legible identification mark.
- D. Materials that are specified for measurement by the cubic yard shall be quantified based on pre-and post-dredge bathymetric surveys within each Operational Section. Bathymetric surveys shall be performed in accordance with the requirements of Section 35 20 25.23, Mechanical Environmental Dredging. Payment shall be based on the nearest whole cubic yard.
- E. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with the preconstruction survey elevations and will be used for determining quantities.
- F. Units of measure shown on the Proposal Forms shall be as follows, unless specified otherwise.

<u>Item</u>	<u>Method of Measurement</u>
AC	Acre—Field Measure
CY	Cubic Yard—Field Measure within limits specified or shown
CY-VM	Cubic Yard—Measured in Vehicle by Volume
EA	Each—Field Count
GAL	Gallon—Field Measure
HR	Hour
LB	Pound(s)—Weight Measure by Scale
LF	Linear Foot—Field Measure
SF	Square Foot—Field Measure
SY	Square Yard—Field Measure
TON	Ton—Weight Measure by Scale (2,000 pounds)

1.06 PAYMENT

- A. General:

1. Progress payments will be made monthly.
  2. The date for Design-Builder's submission of monthly Application for Payment shall be established at the Pre-Construction Conference.
- B. Payment for all Lump Sum Work covers all Work specified or shown within the limits or specification sections as shown in Table 1 – Lump Sum Price Items, attached as a supplement to this Section.
- C. Payment for Unit Price Items covers all the labor, materials and services necessary to furnish and install the items shown in Table 2 – Unit Price Items, attached as a supplement to this section.
- D. Disposal cost for the sediment shall be paid by the Owner. Design-Builder shall be responsible for the cost, scheduling, and coordination of the transportation.

1.07 PAYMENT FOR WORK COMPLETED

- A. Payment for work completed will be made only after the Owner or Engineer has reviewed the payment application and confirms that the work has been completed satisfactorily according to the specifications and in accordance with the 3-phase quality control process, as discussed in the Design-Builder's Quality Control Plan.

1.08 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for following:
1. Loading, hauling, and disposing of rejected material.
  2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
  3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Design-Builder to conform to provisions of Contract Documents.
  4. Material not unloaded from transporting vehicle.
  5. Defective Work not accepted by Owner.
  6. Material remaining on hand after completion of Work.

1.09 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored.

- B. Final Payment: Will be made only for products incorporated in the Work; remaining products shall revert to the Design-Builder.

1.10 SUPPLEMENTS

- A. The supplements listed below are part of this Specification.

- 1. Attachment C; Cost Proposal Forms

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**