CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF THE

POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT PROJECT

PROJECT No. EN-1101

(FDOT FEDERAL FUNDS LAP AGREEMENT# 425854-1)

City of Key West ITB #12-018

CITY OF KEY WEST

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CITY OF KEY WEST
GENERAL SERVICES

ITB DOCUMENTS

CITY OF KEY WEST

Key West, Florida

BID DOCUMENTS

for construction of the

POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT PROJECT

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CONSISTING OF:
BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS
DRAWINGS

****

CITY OF KEY WEST
GENERAL SERVICES

Key West, Florida

AUGUST 2012

Project No. EN-1101

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT PROJECT, EN-1101, addressed to the City of Key West, will be received at the office of the City Clerk, 3126 Flagler Avenue., City of Key West, Florida until **3:30 p.m**., local time, on the **8th day of August 2012**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original and one (1) copy of the bid package, and two (2) CD-ROMS with one single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside "**BID FOR CONSTRUCTION OF POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT PROJECT,"** addressed and delivered to the City Clerk at the address noted above.

The City retains the right to award bid to the bidder that best meet the needs of the City.

This project proposes the construction of sidewalks, curbs, curb ramps, residential and commercial property driveway aprons and property entrances, bicycle and pedestrian crosswalks, paving, stormwater improvements, signage and pavement markings, and traffic calming devices on Duck Avenue, from Glynn Archer Drive (14th Street) to 17th Street, and 12th Street, from Staples Avenue to Seidenberg Avenue, to provide safe bicycle and pedestrian access routes to Poinciana Elementary School.

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at *www.demandstar.com* or call 1-800-711-1712.

Each Bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than 5 percent of the amount bid.

Bidders must hold or obtain all Licenses as required by Florida State Statutes in order to bid.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he is in compliance with the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. Specifically, within 10 days after the Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

C. A valid occupational license issued by the City of Key West, Florida.

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the OWNER to evaluate the Bidder's qualifications.

The Local Agency of The City of Key West hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

For information concerning the proposed work, or for appointment to visit the sites within the City for work that may be issued, contact Mr. Doug Bradshaw, General Services, via telephone; (305) 809-3965.

At the time of the award, the successful Bidder must show satisfactory document of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. (6) The City may also waive any minor formalities or irregularities in any bid.

Dated this _____ the day of_____, 2012.

CITY OF KEY WEST

By_____
Bogdan Vitas, Jr., City Manager

* * * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 8 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

C. DRAWINGS

Drawings and details of construction are bound herein.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the Owner. Bidders must hold or obtain all Licenses as required by Florida State Statutes in order to bid and perform the work specified herein.

Bidders and Subcontractors must be FDOT prequalified, as per FDOT Standard Specifications 2-1: Prequalification of Bidders. Bidders shall prequalify in accordance with Section 337-14, Florida Statutes and Rule 14-22, Florida Administrative Code.

Contractors bidding must provide a copy of their FDOT Certificate of Qualification, stating the Contractor's Maximum Capacity Rating, the class or classes of work approved for bidding, the Contractor's name for submitting bids, and the expiration date of the qualification.

Contractors bidding shall provide a copy of the submitted FDOT Certification of Current Capacity (Online Web Application, Form 375-020-39, Rev. 11/07) or Certification of Work Underway.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Investigations conducted by the Engineer of subsurface conditions were made for the purpose of study and design and neither the Owner nor the Engineer assumes any responsibility whatever in respect to the sufficiency or accuracy of borings or of the logs of test borings or of other investigations that have been made or of the interpretations made thereof and there is no warranty or guarantee either expressed or implied that the conditions indicated by such investigations are representative of those existing throughout such area or any part thereof or that unforeseen developments may not occur.

Logs of test borings, geotechnical reports, or topographic maps showing a record of the data obtained by the Engineer's investigations of surface and subsurface conditions that are made available shall not be considered a part of the Contract Documents, said logs representing only the opinion of the Engineer as to the character of the materials encountered by him in his investigations and are available only for the convenience of the Bidders.

Information derived from inspection of logs of test borings, or pits, geotechnical reports, topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. Unit prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. The estimate of quantities of work to be done is tabulated in the Proposal and although stated with as much accuracy as possible is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, preferably in BLACK INK. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any Proposal shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one Proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his Proposal in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS AND LICENSES, as set forth in the Supplementary Conditions.

The successful Bidder shall maintain a yard and office within the Lower Keys (west of the Seven-Mile Bridge for project duration). All equipment required for the work shall be available at that site. If the Contractor does not have this equipment at his yard he may obtain it by lease, rent, subcontract, or from another site within his company as long as the equipment is available within 7 calendar days after receiving notice to do the work.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in installation, repair, and replacement of stormwater structures as well as installation, repair and replacement of roads and sidewalks. Such experience record shall provide at least ten (10) current or recent projects of similar work preferably within Florida or the southeastern United States. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

Disclosure of Lobbying Activities
Anti-Kickback Affidavit
Public Entity Crimes Form
Key West Insurance Form
Prohibited Interest Form
Bidders Checklist
Attachment I Non-Collusion Declaration

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287-133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

F. FLORIDA TRENCH SAFETY ACT

The Bidder's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA Standards 29 CFR s. 1926.650, Subpart P, as the state's trench excavation safety standards. The Bidder shall list separately in the Proposal the cost of

compliance with these standards on a lineal footage basis and the method of compliance. The Bidder shall determine if special shoring requirements are needed. Special shoring shall be identified and priced on a square footage basis in the proposal. The successful Bidder is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Proposal shall include all nonexempt sales and use taxes unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Proposals must be made on the Proposal forms provided herewith and submitted intact with the volume containing the Bidding Requirements and Bid Forms.

Each Proposal must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid. One original and one copy of the bid package, and two CD-ROMS with one single PDF file of the entire bid package must be submitted.

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Proposals. No Proposal may be withdrawn after the time scheduled for opening of Proposals unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

Proposals must be accompanied by cash, a certified check, or cashiers check drawn on a bank in good standing or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located in the amount of five percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Proposal for a period of 60 days after bid opening and that if awarded the Contract the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

The Attorney-in-Fact that executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner will return the bid securities to all Bidders whose Proposals are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

Within 45 calendar days after the opening of Proposals the Owner will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award mailed to the office designated in the Proposal or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 60 days after the opening of Proposals.

The Owner reserves the right to accept or reject any or all Proposals and to waive any formalities and irregularities in said Proposals.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of that Proposal from the lowest responsive, responsible Bidder which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

If, at the time this Contract is to be awarded, the total of the lowest bid is deemed unbalanced with 1 or more items or the bid exceeds the Engineer's estimate by 20% on two or more items the Owner may reject all Proposals or take such other action as best serves the Owner's interests.

FDOT does not allow Local Hiring Preferences (23 CFR 635.117) for LAP projects. The City of Key West's Local Preference Ordinance will not apply to this project.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required

licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the Owner, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the Owner. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570 or amendments thereto in the Federal Register of acceptable Sureties for federal projects. The Contractor shall supply the owner with phone numbers, addresses, and contacts for the Surety and their agents.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid and the bid security shall be retained as liquidated damages by the Owner and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with his own organization labor equivalent to at least **40 percent** of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage and the Engineer determines that it would be to the client's advantage the percentage of the labor required to

be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the contractor from the Engineer.

Each Bidder must furnish with his Proposal a list of the items that he will perform with his own forces and the estimated total cost of these items. Attach additional pages if necessary.

18. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may only be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in the Contract.

19. EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees spouses, in accordance with City of Key West Code of Ordinances, Chapter 2 Section 2-799.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

* * * * *

CONTRACT PROVISIONS

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

   The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compliance with all Federal statutes relating to nondiscrimination -** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.

16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**

17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.

19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

PROPOSAL

To: The City of Key West

Address: 3126 Flagler Avenue, P.O. Box 1409
Key West, Florida 33041

Project Title: **Poinciana Elementary School (SRTS) Sidewalk Improvement Project**

Project No.: EN - 1101

Bidder's person to contact for additional information on this Proposal:

Name: _____

Telephone: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further agrees, as evidenced by signing the Proposal, which if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days of the Notice to Proceed (NTP) and to complete the construction in all respects within **120 calendar days** from the date of the NTP.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2010) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and Under	$278
Over $50,000 but less then $250,000	$388
$250,000 but less than $500,000	$566
$500,000 but less than $2,500,000	$1,148
$2,500,000 but less than $5,000,000	$1,914
$5,000,000 but less than $10,000,000	$2,514

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE ITEMS

POINCIANA ELEMENTARY SCHOOL (SRTS)
SIDEWALK IMPROVEMENT PROJECT

BID SCHEDULE

GENERAL AND SUPPLEMENTARY CONDITIONS, MOBILIZATION, DEMOBILIZATION, TESTING SERVICES, FIELD ENGINEERING, MEASUREMENT AND PAYMENT, AND ENVIRONMENTAL PROTECTION, AS-BUILT SURVEY AND PLANS WILL BE TEN PERCENT (10%) OF WORK PERFORMED, WITH A MAXIMUM OF $40,000.

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

Item	Quantity & Unit		UP (Fig)	PU (Words)	Extended Total Amt
1. Performance and Payment Bonds					
	1	LS	$_____	_____	$_____
2. General & Supplementary Conditions, Mobilization ,Demobilization, Testing Services, Field Engineering, Measurement and Payment, Enviromental Protection, and As-built Survey and Plans					
	1	LS	$_____	_____	$_____
Materials					
1. Crushed Limerock					
	230	LS	$_____	_____	$_____
2. 12” Stabilized Base					
	240	CY	$_____	_____	$_____
3. No. 89 Rock					
	33	CY	$_____	_____	$_____
4. 50/50 Mix of top soil and sand for intersection planter islands					
	50	CY	$_____	_____	$_____

Item	Quantity & Unit	UP (Fig)	PU (Words)	Extended Total Amt
5. Grassing; Bahiagrass sod				
	2,500 SF	$_____	_____	$_____
6. Flowable Fill (500 psi)				
	80 CY	$_____	_____	$_____
Sidewalk Installation				
7. 4" Depth				
	13,000 SF	$_____	_____	$_____
8. 6" Depth				
	4,000 SF	$_____	_____	$_____
9. Earthwork (Grading) between EOP and sidewalk				
	3,500 SY	$_____	_____	$_____
10. Thickened Edge				
	900 LF	$_____	_____	$_____
Curb Installation				
11. FDOT Type "F" Curb				
	600 LF	$_____	_____	$_____
12. Modified Type "D" Curb (i.e.; Returned Curbs @ Handicap Ramp)				
	1,500 LF	$_____	_____	$_____
13. 2-1/4x4x8 Brick Pavers with ADAAG Detectable Warning System; Endicott or Equal in Rose, Coppertone, Manganese, or Red Blend Color				
	350 SF	$_____	_____	$_____
14. Valley Gutter, 3-foot wide				
	250 LF	$_____	_____	$_____
15. Sewer/Water Meter Boxes w/Lids-11x18x12 deep-BCF Series or Approved Equal				
	75 EA	$_____	_____	$_____

Item	Quantity & Unit	UP (Fig)	PU (Words)	Extended Total Amt
16. Raise Storm Drain Inlet Frame & Grate; traffic-rated				
	1 EA	$_____	_____	$_____
17. Crosswalk Special Emphasis, White (thermoplastic)				
	7 EA	$_____	_____	$_____
18. 24” Stop Bar, White (thermoplastic)				
	6 EA	$_____	_____	$_____
19. Paint New Curbs Yellow				
	1,000 LF	$_____	_____	$_____
20. Asphalt-Hot Mix				
	220 SY	$_____	_____	$_____
21. Sidewalk, Curb, Concrete Pad and Brick Paver Removal and Disposal (Any Thickness)				
	6,500 SF	$_____	_____	$_____
22. Asphalt Removal (Any Thickness)				
	400 SF	$_____	_____	$_____
23. Mailbox Relocation (to be coordinated with homeowners)				
	6 EA	$_____	_____	$_____
24. Sign Removal at Poinciana Plaza (to be coordinated with Poinciana Plaza owners)				
	1 EA	$_____	_____	$_____
25. Fence Removal from Right-of-Way				
	600 LF	$_____	_____	$_____
26. Sign Installation or Reinstallation (includes sign, 3 ½” diameter aluminum post and concrete footing); R2-1, R1-1, R7-1, R7-8, W11-1, W16-7P, M7-6L, D11-1, M7-1, R5-3, W9-11, W11-2a, R7-107a				
	35 EA	$_____	_____	$_____

Item	Quantity & Unit	UP (Fig)	PU (Words)	Extended Total Amt

27. Object Markers; Type 1 OM1-1 consisting of nine yellow reflectors (3" diameter) mounted on yellow diamond panel (18") and Type 3 OM-3R or OM-3L consisting of a vertical rectangle with alternating black and reflective yellow stripes sloping downward at an angle of 45 degrees (3" width stripe)

5 EA $_____ _____ $_____

28. Tree Removal and Disposal

20 EA $_____ _____ $_____

29. Vegetation Planter Removal from Right-of-Way (includes removal and disposal or relocation)

1,200 SF $_____ _____ $_____

30. Tree Relocation and Root Pruning by Certified Arborist

15 EA $_____ _____ $_____

31. 8" Steel pipe, Concrete-filled Bollard

9 EA $_____ _____ $_____

32. Allowance Contingency $ 35,000.00

TOTAL OF ALL EXTENDED UNIT PRICE ITEMS LISTED ABOVE $ _____

_____Dollars and _____Cents

(Amount Written in Words has Precedence)

List items to be performed by Contractor's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:
Note to Bidder: Subcontractors shall be prequalified to perform projects for FDOT.

_____
Portion of Work

_____
Name

_____, _____, _____, _____
Street City State Zip

_____
Portion of Work

_____
Name

_____, _____, _____ ,_____
Street City State Zip

_____
Portion of Work

_____
Name

_____, _____, _____,_____
Street City State Zip

_____
Portion of Work

_____
Name

_____, _____, _____,_____
Street City State Zip

SURETY

_____ whose address is

_____, _____, _____,_____
Street City State Zip

_____ _____
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Proposal is

_____ doing business at

_____, _____, _____, _____
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Name	Title

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2012.

_____
Signature of Bidder

_____
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2012.

(SEAL)

_____
Name of Corporation

By _____

Title_____

Attest _____
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years.

(List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.)

* * * * * *

FLORIDA BID BOND

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

hereinafter called the PRINCIPAL, and _____

_____

a corporation duly organized under the laws of the State of _____

having its principal place of business at _____

_____ in the State of _____

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound

unto _____

hereinafter called the OBLIGEE, in the sum of _____

DOLLARS ($_____) for the payment for which we bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for EN – 1101, POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT PROJECT, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

EN – 1101,
POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT PROJECT,
Key West, Florida

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this _____ day of _____ 2012.

PRINCIPAL_____

By_____

SURETY_____

By

_____

Attorney-In-Fact

* * * * * *

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:_____

Sworn and subscribed before me this _____ day of _____ 2012.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid or Proposal for _____

_____

2. This sworn statement is submitted by_____
(name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

_____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

    1. A predecessor or successor of a person convicted of a public entity crime; or

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or
affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this _____day of _____ , 2012.

My commission expires:

_____
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

_____
Date

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood ☐
2. All blank spaces in Proposal filled in black ink. ☐
3. Total and unit Prices added correctly. ☐
4. Addenda acknowledged. ☐
5. Subcontractors are named as indicated in the Proposal. ☐
6. Experience record included. ☐
7. Proposal signed by authorized officer. ☐
8. Bid Bond completed and executed, including power-of-attorney dated the same day. ☐
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☐
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award. ☐
11. Proposal submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract. ☐
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☐
13. Anti-kickback Affidavit, Public Entity Crime Forms, City of Key West Indemnification Form, Suspension and debarment certification, Non-collusion declaration and compliance with 49 CFR29 ☐

STATEMENT OF NO PROPOSAL

Note: If you do not intend to submit a Proposal, please return this form ONLY.

TO: "Poinciana Elementary School (SRTS) Sidewalk Improvement Project" EN-1101
Office of the City Clerk
P.O. Box 1409
Key West, FL. 33041-1409

We, the undersigned, have declined to submit a Proposal on the above-noted Request for Proposal for the following reasons:

_____Insufficient time to respond to the Request for Proposal

_____Do not offer this Product

_____Our schedule will not permit us to perform

_____Unable to meet specifications

_____Specifications unclear (Please explain below)

_____Remove us from the City of Key West's, "Bidder's Mailing List"

_____Other (Please specify below)

REMARKS: _____

_____

_____

We understand that if a "no Proposal" statement is not returned, our name may be removed from the bidder's list of the City of Key West.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into _____ day of _____ 2012, by and between

the City of Key West, hereinafter called the "Owner", and _____,

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT PROJECT, EN-1101, Key West, Florida to the extent of the Proposal made by the Contractor, dated the _____ day of_____ 2012, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the PROPOSAL, the CONTRACT FORMS, PERFORMANCE and PAYMENT BONDS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified in the Contract and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the Proposal, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2010) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and Under	$278
Over $50,000 but less then $250,000	$388
$250,000 but less than $500,000	$566
$500,000 but less than $2,500,000	$1,148
$2,500,000 but less than $5,000,000	$1,914
$5,000,000 but less than $10,000,000	$2,514

It is agreed the Contract, Base of the Proposal, shall be fully complete within **one hundred and twenty (120) consecutive calendar days** as stated in the notice to proceed.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ day of _____, A.D., 2012.

CITY OF KEY WEST

By_____

Title_____

CONTRACTOR:

By_____

Title_____

APPROVED AS TO FORM

_____

Attorney for Owner

* * * * * *

PERFORMANCE BOND

BOND NO.
AMOUNT: $

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____, with offices at _____, hereinafter called the CONTRACTOR (Principal), and

_____

with offices at _____

a corporate duly organized and existing under and by virtue of the laws of the State of _____ hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST,** represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

_____ ($_____),
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20___, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, being made a part of this bond by reference, at the times and I the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract; and
3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill,

negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished thereunder shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

PAYMENT BOND

BOND NO.
AMOUNT: $

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____, with offices at _____, hereinafter called the CONTRACTOR (Principal), and

_____

with offices at _____

a corporate duly organized and existing under and by virtue of the laws of the State of _____ hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST,** represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

_____ ($_____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for _____ attached hereto, with the CITY, dated _____, 20_____, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void;

otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed $400.00

Business License Tax Application
City of Key West
City Hall Annex
PO Box 1409
Key West FL 33041

Date applied: _____

License #_____
Phone: 305-809-3955
Fax: 305-809-3978

Business Type:_____
Business Name:_____
Business Location:_____
Business Owner:_____
SL Qualifier:_____
Mailing Address:_____
EIN / SS #:_____
Phone number:_____

_____ _____ _____
Applicant Name (Painted) Applicant Signature Date

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by___

_____ Personally know_____
Signature of Notary Public or Produced identification_____
stamp or seal
_____ (Pint, Type, or Stamp Commissioned Name of Notary Public)

____ Sales Tax Number 3106 Flagler 292-6735 Sewer Units_____ Balance_____
____ Commercial Garbage Waste Mgmt 296-8297 Acct #_____ Balance_____
____ Lease, deed Acct #_____ Balance_____
____ Home occupation Waste Units_____
____ Fictitious Name Reg.____ Corp. Reg. 850-245-6058 Acct #_____ Balance_____
____ Liability / Worker's Comp
____ Fire Inspector 292-8179
____ CO / Final Inspection
____ State License DBPR 850-487-1395 Dept. Ag. 305-470-6900
____ Comp Card Previous Use_____
____ Restrictions
____ County or Local License Category_____ Zoning_____
Fee_____ Two-rate_____

Licensed in accordance with Chapter 66, Key West Code
Approved _____ Denied _____ Reason for Denial_____

_____ _____
Chief Licensing Official Date
City Manager Designee

THE CITY OF KEY WEST

Licensing Division

P.O. Box 1409, Key West, FL 33041
305.809.3955 305.809.3978 (FAX)

REQUIREMENTS FOR STATE CERTIFIED CONTRACTOR REGISTERING TO WORK IN KEY WEST LESS THAN 30 DAYS PER FISCAL YEAR

1. NEED STATE OF FLORIDA CERTIFIED CONTRACTOR LICENSE.
2. BUSINESS LICENSE TAX FROM BASE LOCATION.
3. LIABILITY INSURANCE AND WORKER'S COMPENSATION (WITH THE CITY OF KEY WEST CERTIFICATE HOLDERS) SET AT STATE STUTUTE REQUIREMENTS.
4. FEDERAL I.D. NUMBER /SOCIAL SERCURITY (IF NOT INCORPORATED).
5. LETTER OF INTENT STATING THE FOLLOWING:

BUSINESS NAME

JOB SITE

DAYS INTENDING ON WORKING IN THE CITY

PLEASE FAX DOCUMENTS TO THE TELEPHONE NUMBER LISTED BELOW, OR MAIL TO CAROLYN WALKER / KIM PITA, CITY OF KEY WEST LICENSE DIVISION, P.O. BOX 1409, KEY WEST, FLORIDA 33041.

City of Key West

P.O. Box 1409

Key West, FL 33041

Notice of Award

Date

Project Number: EN-1101
File: II F

Owner: City of Key West
Company: City of Key West
Address: Office of the City Clerk
Address: City of Key West P.O. Box 1409
Key West, Fl 33041-1409

Project Name: POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT PROJECT

Dear:

At a meeting of the City of Key West Commission held on **_____,** 20**___. COMPANY NAME** was awarded the contract for the **Poinciana Elementary School (SRTS) Sidewalk Improvement Project**. The total Contract amount shall not exceed $ **_____**.

Enclosed please find three copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office by ***DATE****. Also, you need to be mobilized on* ***DATE****, and remit a bill to the City of Key West by* ***DATE****.*

The Certificate of Insurance must be attached to the documents; one original and five (5) copies are acceptable.

Powers – of – Attorney must be submitted in each bond document, an original and five (5) copies are permissible.

A copy of your City of Key West Occupational License must be attached.

Sincerely,

Doug Bradshaw.
Senior Project Manager

cc: Cheri Smith, City Clerk
Project File

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT PROJECT**
PROJECT NO. EN-1101

DATE OF ISSUANCE _____

OWNER: **CITY OF KEY WEST**

OWNER'S CONTRACT NO. EN-1101

CONTRACTOR: ENGINEER: **FRANK J. FEENEY, P.E.**

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO:_____
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, AND ENGINEER and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

_____
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does no alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within ____ days of the above date of Substantial Completion.

CERTIFICATE OF FINAL COMPLETION

PROJECT: **POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT**
PROJECT NO. **EN-1101**

Date of Issuance: _____

Owner: CITY OF KEY WEST

Contractor:_____**Engineer**: _____

This Certificate of Completion applies to all Work under the Contract Documents.

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER and ENGINEER, and that Work is hereby declared to be complete in accordance with the Contract Documents on

_____
DATE OF COMPLETION

Executed by ENGINEER on _____, 2012

_____
ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Completion on _____, 2012.

_____
CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Completion on _____, 2012.

_____
CITY OF KEY WEST

By: _____
(Authorized Signature)

NOTICE TO PROCEED

DATE:

TO: _____
_____
_____
_____

PROJECT: Poinciana Elementary School (SRTS) Sidewalk Improvement Project
PROJECT NO: EN-1101

You are notified that the Contract time under the above project will commence to run on the _____day of _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the dates of Substantial Completion and Final Completion are _____, 20____ and_____ _____, 20____.

City of Key West, Florida

By _____
(AUTHORIZE SIGNATURE)

_____
(TITLE)

Copy to _____
(Use Certified Mail,
Return Receipt Requested)

cc: City Clerk
Doug Bradshaw, Engineering
Project File

PAYMENT APPLICATION AND CERTIFICATE

Date:_____
Sheet: ___ of ___

Application No. _____

Period From: _____ To:_____ 20___

Project: _____ Project No:_____

Contractor: _____

1. Original Contract Sum $_____

2. Contract Modifications Approved in Previous Applications:
   Additions $_____ Deductions $_____

3. Contract Modifications Approved this Period (List Contract Modifications Nos. _____)
   Additions $_____ Deductions $_____

4. Net Change by Contract Modifications (Sum of Lines 2 and 3) $_____

5. Revised Contract Amount (Sum of Lines 1 and 4) $_____

6. Total Value of Work to Date (Estimate Attached) $_____

7. Percent Project Complete (Line 6 ÷ Line 5) x 100 = $_____

8. Total Materials on Hand (Listing Attached) $_____

9. Subtotal – Work Completed and Stored (Sum of Lines 6 and 8) $_____

10. Total Retainage (_____% x Line 9) $_____

11. Total Earned to Date, Less Retainage (Line 9 less Line 10) $_____

12. Less Previous Certificates for Payment (Item 11 from Previous Application) $_____

13. Current Payment Due (Line 11 less Line 12) $_____

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that the current payment shown herein is now due, and that title for all Work, Materials, and Equipment covered in this Application will pass to the Owner free and clear of all liens at the time of payment.

_____ _____ _____
Contractor *By* *Date*

I hereby acknowledge that the material and labor involved on the above estimate is correct to the best of my knowledge, information, and belief, and payment on same is due Contractor.

_____ _____
City of Key West Project Manager *Date*

CERTIFICATE OF FINAL PAYMENT

Date: _____

Page: _____ of _____

Payment Application No. _____

Period From: _____ to _____

Project: _____ Project No. _____

Contractor: _____

I Hereby Acknowledge that this contract has been completed in substantial compliance with the items of the agreement, Specifications and Plans. I, therefore, recommend acceptance of the work and processing of this final estimate as showing the total amount of money due to Contractor in compliance with the terms of the Contract.

_____ _____

Project Manager Date

Owner

By: _____ _____

Date

Contractor: _____

Address: _____

_____

With the acceptance of this final payment, we, the Contractor, release the owner and the Engineer and their agents, from all claims and liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

_____ _____

Signature Date

_____

Title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

275-030-10
EQUAL OPPORTUNITY OFFICE
02/08

CONSTRUCTION CONTRACTORS BID OPPORTUNITY LIST

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE
7. ☐ Subcontractor
   ☐ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
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   ☐ More than $15 million

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

275-030-10
EQUAL OPPORTUNITY OFFICE
02/08

CONSTRUCTION CONTRACTORS BID OPPORTUNITY LIST

Please complete and mail or fax to:
Equal Opportunity Office
605 Suwannee St., MS 65
Tallahassee, FL 32399-0450
TELEPHONE: (850) 414-4747
FAX: (850) 414-4879

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: _____

Address/Telephone Number: _____

Bid/Proposal Number: _____

Quote Submitted MM/YR: _____

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos.1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

275-030-10
EQUAL OPPORTUNITY OFFICE
02/08

CONSTRUCTION CONTRACTORS BID OPPORTUNITY LIST

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   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

Prohibited Interests Form and Notice

I _____ _____certify that neither _____
(Printed Name) (Title) (Company Name)
nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, The City of Key West, with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

_____
Project Name

_____
Signature

PART 3

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS

DEFINITIONS:

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. AS APPROVED
The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Engineer for conformance with the Contract Document".

2. AS SHOWN, AND AS INDICATED
The words "as shown" and "as Indicated" shall be understood to be followed by the words "on the Drawings".

3. BIDDER
The person or persons, partnership, firm, or corporation submitting a Proposal for the work contemplated.

4. CONTRACT DOCUMENTS
The "Contract Documents" consist of the Bidding Requirements, Contract Forms, Conditions of the Contact, Specifications, Drawings, all modifications thereof incorporated into the Documents before their execution, Change Orders, and all other requirements incorporated by specific reference thereto. These form the Contract.

5. CONTRACTOR
The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the Owner.

6. CONTRACT COMPLETION
The "Contract Completion" is the date the Owner accepts the entire work as being in compliance with the Contract Documents, or formally waives nonconforming work to extent of nonconformity, and issues the final payment in accordance with the requirements set forth in Article, "Final Payment" of these General Conditions.

7. DAYS
Unless otherwise specifically stated, the term "days" will be understood to mean calendar days. Business day or working day means any day other than Saturday, Sunday, or legal holiday.

8. DRAWINGS
The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which shows the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents, or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER
The person or organization identified as such in the Contract Documents. The Term "Engineer" means Engineer or his authorized representative.

10. NOTICE
The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communication delivered in person or by registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. OR EQUAL
The term "or equal" shall be understood to indicate that the "equal" product is equivalent to or better than the product named in function, performance, reliability, quality aesthetics, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer. Such equal products shall not be purchased or installed by the Contractor without written authorization.

12. OWNER
The person, organization, or public body identified as such in the Contract Documents.

13. PLANS (See Drawings)

14. SPECIFICATIONS
The term "Specifications" refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

15. NOTICE TO PROCEED
A written notice given by the Owner to the Contractor (with a copy to the Engineer) fixing the date on which the Contract time will commence to run and on which the Contractor shall start to perform his obligation under the Contract Documents. The Notice to Proceed will be given within 30 days following the execution of the Contract by the Owner.

16. SUBSTANTIAL COMPLETION
"Substantial Completion" shall be that degree of completion of the project or a defined portion of the project, as evidenced by the Engineer's written notice of Substantial Completion, sufficient to provide the Owner, at his discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended. "Substantial Completion" of an operating facility shall be that degree of completion that has provided a minimum of 7 continuous days of successful, trouble-free, operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Engineer. All equipment contained in the work, plus all other components necessary to enable the Owner to operate the facility in a manner that was intended, shall be complete on the substantial completion date.

17. WORK
The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "furnish and install, complete in-place ".

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS
The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect on the first published date of the Invitation to Bid, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of Article LIMITATIONS ON ENGINEER'S RESPONSIBILITIES.

19. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

A. CONTRACT
B. PROPOSAL
C. SUPPLEMENTARY CONDITIONS
D. INVITATION TO BID
E. INSTRUCTIONS TO BIDDERS
F. GENERAL CONDITIONS
G. SPECIFICATIONS
H. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

20. CHANGES IN THE WORK

The Owner, without notice to the Sureties and without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the Engineer may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the project, but otherwise, except in an emergency endangering life and property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the Owner, countersigned by the Engineer.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, or with the Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

The Contractor shall keep one copy of the Contract Documents on the job site, in good order, available to the Engineer and to his representatives.

The Contractor shall maintain on a daily basis at the jobsite, and make available to the Engineer on request, one current record set of the Drawings which have been accurately marked to indicate all modifications in the completed work that differ from the design information shown on the Drawings. Upon Substantial completion of the work, the Contractor shall give the Engineer one complete set of these marked up record Drawings.

23. ADDITIONAL CONTRACT DOCUMENTS

Copies of Contract Documents or Drawings may be obtained on request from the Engineer and by paying the actual cost of reproducing the Contract Documents or Drawings.

24. OWNERSHIP OF CONTRACT DOCUMENTS

All portions of the Contract Documents, and copies thereof furnished by the Engineer are instruments of service for this project. They are not to be used on other work and are to be returned to the Engineer on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the Engineer will be at the risk of the user and without liability or legal expense to the Engineer. Such user shall hold the Engineer harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the Engineer to further compensation at rates to be agreed upon by the user and the Engineer.

THE ENGINEER

25. AUTHORITY OF THE ENGINEER

The Engineer will be the Owner's representative during the construction period. His authority and responsibility will be limited to the provisions set forth in these Contract Documents. The Engineer will have the Authority to reject work which does not conform to the Contract Documents. However, neither the Engineer's authority to act under this provision, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, their respective Sureties, any of their agents or employees, or any other person performing any of the work.

26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He will not make comprehensive or continuous review or observation to check quality or quantity of the work, and he will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

The Engineer will make recommendations to the Owner, in writing, on all claims of the Owner or the Contractor arising from interpretation or execution of the Contract Documents. Such recommendations will be of factual and/or technical nature, and will not include the legal interpretation of the Contract Documents. Any necessary legal interpretation of the Contract Document will be made by the Owner. Such recommendation shall be necessary before the Contractor can receive additional money under the terms of the Contract. Changes in work ordered by the Engineer shall be made in compliance with Article CHANGES IN THE WORK.

One or more project representatives may be assigned to observe the work. It is understood that such project representatives shall have the authority to issue notice of nonconformance and make decisions within the limitations of the authority of the Engineer. The Contractor shall furnish all reasonable assistance required by the Engineer or project representatives for proper observation of the work. The above-mentioned project representatives shall not relieve the Contractor of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Engineer will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory", or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to

the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

28. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to expiration of the warranty period shall be removed and replaced by work which shall conform to the provisions of the Contract Documents. Any material condemned or rejected shall be removed at once from the project site.

Failure on the part of the Engineer to condemn or reject bad or inferior work or to note nonconforming materials or equipment on Contractor submittals shall not be construed to imply acceptance of such work. The Owner shall reserve and retain all of its rights and remedies at law against the Contractor and its Surety for correction of any and all latent defects discovered after the guarantee period.

29. LINES AND GRADES

Lines and grades shall be established as provided in the supplementary conditions. All stakes, marks, and other reference information shall be carefully preserved by the Contractor, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information shall be replaced at the Contractor's expense.

30. SUBMITTALS

After checking and verifying all field measurements and after complying with applicable procedures specified in Division I, GENERAL REQUIREMENTS, Contractor shall submit to Engineer, in accordance with the schedule for submittals for review, shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment), which shall bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submittal. All submittals shall be identified as Engineer may require. The data shown shall be complete with respect to quantities, dimensions specified, performance and design criteria, materials, and similar data to enable Engineer to review the information. Contractor shall also submit to Engineer for review, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples shall have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each submittal, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each submittal with other submittals and with the requirements of the work and the Contract Documents.

At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the submittal may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Engineer for review and approval of each variation.

Engineer will review submittals with reasonable promptness, but Engineer's review will be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of submittals shall not relieve Contractor from the responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission and Engineer has given written approval of each such variation by a specific written notation thereof

incorporated therein or accompanying the shop drawing or sample approval; nor will any approval by Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions herein.

Where a shop drawing or sample is required by the specifications, any related work performed prior to Engineer's review and approval of the pertinent submission shall be at the sole expense and responsibility of the Contractor.

31. DETAIL DRAWINGS AND INSTRUCTIONS

The Engineer will furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, if, in the Engineer's opinion, such are required for the proper execution of the work. All such Drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

The Contractor shall independently perform all work under this Contract and shall not be considered as an agent of the Owner or of the Engineer, nor shall the Contractor's Subcontractors or employees be subagents of the Owner or of the Engineer.

32. (a) ASSIGNMENT OF CONTRACT

Assignment of any part or the whole of this Contract shall be subject to review and approval of the City Commission.

33. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within 10 days after the execution of the Contract, the Contractor shall submit to the Engineer the names of all Subcontractors proposed for the work, including the names of any Subcontractors that were submitted with the Proposal. The Contractor shall not employ any subcontractors to which the Owner may object to as lacking capability to properly perform work of the type and scope anticipated.

The Contractor is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or Engineer.

34. INSURANCE AND LIABILITY

A. GENERAL

The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

Before commencing work under this Contract, the Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount and class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate shall not be canceled or materially altered, except after 30 days' written notice has been received by the Owner."

In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

C. WORKER'S COMPENSATION AND EMPLOYER' LIABILITY INSURANCE

The Contractor shall maintain during the life of this Contract the statutory amount of Workmen's Compensation Insurance, in addition, Employer's Liability Insurance in an amount as specified in the Supplementary Conditions, for each occurrence, for all of his employees to be engaged in work on the project under this Contract. In case any such work is subcontracted, the Contractor shall require the Subcontractor to provide similar Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work.

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The Contractor shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the Contractor under Article **INDEMNITY.** Coverage for property damage shall be on a "broad form" basis with no exclusions for "X, C & U". The amount of insurance to be provided shall be as specified in the Supplementary Conditions.

In the event any work under this Contract is performed by a Subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed by the Subcontractor; to the extent such liability is not covered by the Subcontractor's insurance.

The Owner and Engineer, their officers, agents, and employees shall be named as Additional Insured on the Contractor's and any Subcontractor's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

E. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the Contractor shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance coverage in an amount equal to the full value of the facilities under construction. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the results of faulty workmanship or design, and all other normally covered risks, and shall provide for losses to be paid to the Contractor, Owner, and Engineer as their interests may appear.

The Owner and Engineer, their officers, agents, and employees shall be named as additional insured on the Contractor's and any subcontractor's Builders Risk All Risk insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the Engineer, the Owner, the Contractor, and their respective officers, agents, employees and subcontractors.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

35. INDEMNITY

To the maximum extent permitted by law, the Contractor shall indemnify and defend the Owner and the Engineer, and their officers, employees, agents, and sub consultants, from all claims and losses, including attorney's fees and litigation costs arising out of property losses or health, safety, personal injury, or death claims by the Contractor, its subcontractors of any tier, and their employees, agents, or invitees regardless of the fault, breach of Contract, or negligence of the Owner or Engineer, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the Owner or the Engineer and regardless of whether or not the Contractor is or can be named a party in a litigation.

36. EXCLUSION OF CONTRACTOR CLAIMS

In performing its obligations, the Engineer and its consultants may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the Engineer, its officers, employees, agents, and consultants for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed.

37. TAXES AND CHARGES

The Contractor shall withhold and pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their provisions throughout the performance of the Contract.

39. CODES, ORDINANCES, PERMITS AND LICENSES

The Contractor shall keep himself fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said codes and ordinances, laws, and regulations, and protect and indemnify the Owner, the Engineer and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified.

40. SUPERINTENDENCE

The Contractor shall keep at the project site, competent supervisory personnel. The Contractor shall designate, in writing, before starting work, a project superintendent who shall be an employee of the Contractor and shall have complete authority to represent and to act for the Contractor. Engineer shall be notified in writing prior to any change in superintendent assignment. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under the Contract. It is specifically understood and agreed that the Engineer, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, procedures, or for providing adequate safety precautions in connection with the work under Contract.

41. RECEPTION OF ENGINEER'S COMMUNICATIONS

The superintendent shall receive for the Contractor all communications from the Engineer. Communications of major importance will be confirmed in writing upon request from the Contractor.

The Engineer may schedule project meetings for the purposes of discussing and resolving matters concerning the various elements of the work. Time and place for these meetings and the names of persons required to be present shall be as determined by the Engineer. Contractor shall comply with these attendance requirements and shall also require his Subcontractors to comply.

42. SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Engineer to conduct construction review of the work does not include review or approval of the adequacy of the Contractor's safety program, safety supervisor, or any safety measures taken in, on, or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

43. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard and protect from damage the Owner's property, adjacent property, and his own work from injury or loss in connection with this Contract. All facilities required for protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained.

The Contractor shall protect his work and materials from damage due to the nature of the work, the elements, carelessness of other contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Engineer, as the situation may warrant. The Contractor shall notify the Engineer thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Owner through the Engineer and the amount of compensation shall be determined by agreement.

45. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, heat, light, fuel, power, transportation, construction equipment and machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

46. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed (including Owner-furnished equipment) in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and Subcontractors of the provisions of this Article.

47. SUBSTITUTION OF MATERIALS

Except for Owner-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The Contractor may, in such cases, submit complete data to the Engineer for consideration of another material, type, or process which shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Engineer will be the sole judge of the substituted article or material.

48. TESTS, SAMPLES, AND OBSERVATIONS

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Engineer. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Owner, Engineer, and authorized government agents, and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for observations, including maintenance of temporary and permanent access.

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the Contractor shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Engineer, and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the Contractor shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the Contractor.

49. ROYALTIES AND PATENTS

The Contractor shall pay all royalty and licenses fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and the Engineer harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the Contractor, its Subcontractors, or respective employees or if the Engineer should fail to make recommendation for payment to the Owner or return payment request to Contractor for revision within 30 days after it is due, or if the Owner should fail to pay the Contractor within 30 days after time specified in Article PARTIAL PAYMENTS, any sum recommended by the Engineer, then the Contractor may, upon 15 days' written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all acceptable work performed and reasonable termination expenses, unless said default has been remedied.

51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work or within 2 years after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Unremedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by Subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article SUBSTANTIAL COMPLETION, AND Article SUBSTANTIAL COMPLETION DATE, in these General Conditions.

The Contractor also agrees to hold the Owner and the Engineer harmless from liability of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the Owner may have the defective work corrected or the rejected work removed and replaced, and the Contractor and his Surety shall be liable for the cost thereof.

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

Following execution of the Contract, the Contractor shall meet with the Owner and Engineer relative to his arrangements for prosecuting the work.

53. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the Contractor shall prepare and submit to the Engineer, a progress schedule showing the dates on which each part or division of the work is expected to be started and finished, and a preliminary schedule for submittals. The progress schedule for submittals shall be brought up to date and submitted to the Engineer at the end of each month or at such other times the Engineer may request.

The Contractor shall forward to the Engineer, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These progress reports shall indicate the date of the purchase order, the current percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the submitted progress schedule, the Contractor shall submit in writing a plan acceptable to the Owner and Engineer for bringing the work up to schedule.

The Owner shall have the right to withhold progress payments for the work if the Contractor fails to update and submit the progress schedule and reports as specified.

54. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the progress schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall give timely notice to the Engineer to allow satisfactory arrangements to be made for observing the work in progress.

55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work completed under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work but will make such deductions in the final payment therefore as may be just and reasonable.

56. OWNER'S RIGHT TO DO WORK

Should the Contractor neglect to prosecute the work in conformance with the Contract Documents or neglect or refuse at his own cost to remove and replace work rejected by the Engineer, then the Owner may notify the Surety of the condition, and after 10 days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under Contract, or otherwise, take over that portion of the work which has been improperly or non timely executed, and make good the deficiencies and

deduct the cost thereof from the payments then or thereafter due the Contractor.

57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

If the Contractor should abandon the work or if he should persistently or repeatedly refuse or should fail to make prompt payment to Subcontractors for material or labor, or to persistently disregard laws, ordinances, or to prosecute the work in conformance with the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and Surety 10 days' written notice, transfer the employment for said work from the Contractor to the Surety. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ by Contract or otherwise, any qualified person or persons to finish the work and provide the materials therefor, in accordance with the Contract Documents, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

If, after the furnishing of said written notice to the Surety, the Contractor and the Surety still fail to make reasonable progress on the performance of the work, the Owner may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient and charge the cost thereof to the Contractor and the Surety. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor and the Surety shall pay the difference to the Owner.

58. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner or the Engineer, or by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the Contractor, within 48 hours of the start of the occurrence, gives written notice to the Owner of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the Contractor gives written notice to the Owner of any actual time extension requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the Engineer determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time.

No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract. No extension of time will be considered for weather conditions reasonably anticipated for the area in which the work is being performed. Reasonably anticipated weather conditions will be based on official records of monthly precipitation and other historical data. Adverse weather conditions, if determined to be of a severity that would impact progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the Contractor or his Subcontractors, including Owner-selected equipment shall not be considered as a just cause for delay, unless the Owner determines that for good cause the delay is beyond the control of the Contractor. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

59. DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Owner and Engineer of:

A. subsurface or latent physical conditions at the site which differ materially from those indicated in this contract,

B. unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Engineer will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this Contract, whether or not changed as a result of the conditions, and equitable adjustment shall be made this Article and the Contract modified in writing accordingly.

No request by the Contractor for an equitable adjustment to the Contract under this Article will be allowed, unless the Contractor has given the written notice required; provided that the time prescribed above for giving written notice may be extended by the Owner.

No request by the Contractor for an equitable adjustment to the Contract for differing site conditions will be allowed if made after final payment under this Contract.

60. LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2010) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and Under	$278
Over $50,000 but less then $250,000	$388
$250,000 but less than $500,000	$566
$500,000 but less than $2,500,000	$1,148
$2,500,000 but less than $5,000,000	$1,914
$5,000,000 but less than $10,000,000	$2,514

61. OTHER CONTRACTS

The Owner reserves the right to let other Contracts in connection with the work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the work under this Contract depends, for proper execution or results upon the work of any other Contractor, utility service company or Owner, the Contractor shall inspect and promptly report to the Engineer in writing any patent or apparent defects to deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute and acceptance of the work by others as being fit and proper for integration with work under this Contract, except for latent or non apparent defects and deficiencies in the work.

62. USE OF PREMISES

The Contractor shall confine his equipment, the storage of materials and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with his materials. The Contractor shall provide, at his own expense, the necessary rights-of-way and access to the work which may be required outside the limits of the Owner's property and shall furnish the Engineer copies of permits and agreements for use of the property outside that provided by the Owner.

The Contractor shall not load nor permit any part of the structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

63. SUBSTANTIAL COMPLETION DATE

The Engineer may issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the Owner will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents. See SUBSTANTIAL COMPLETION under DEFINITIONS of these General Conditions.

64. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the Engineer. Schedule such testing with the Engineer at least one week in advance of the planned date for testing.

65. OWNER'S USE OF PORTIONS OF THE WORK

Following issuance of the written notice of Substantial Completion, the Owner may initiate operation of the facility. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the Owner.

66. CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings.

67. CLEANING UP

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from his operations.

PAYMENT

68. PAYMENT FOR CHANGE ORDERS

The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, material, rentals, approved services, overhead, and profit. Owner may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the Contractor for the work or alteration defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay, or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject Change Order.

At the Owner's option, payment or credit for any alterations covered by a Change Order shall be determined by one or a

combination of the methods set forth in A, B, or C below, as applicable:

A. UNIT PRICES

Those unit prices stipulated in the Proposal shall be utilized where they are applicable. In the event the Change Order results in a change in the original quantity that is materially and significantly different from the original bid quantity, a new unit price shall be negotiated upon demand of either party. Unit prices for new items included in the Change Order shall be negotiated and mutually agreed upon.

B. LUMP SUM

A total lump sum for the work negotiated and mutually acceptable to the Contractor and the Owner.

Lump sum quotations for modifications to the work shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, material, rentals, approved services, overhead, and profit, all calculated as specified under "C" below.

C. COST REIMBURSEMENT WORK

The term “cost reimbursement" shall be understood to mean that payment for the work will be made on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work.

If the method of payment cannot be agreed upon prior to the beginning of the work, and the Owner directs by written Change Order that the work be done on a cost reimbursement basis, then the Contractor shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the Owner.

2. Material delivered and used on the designated work, including sales tax, if paid by the Contractor or his Subcontractor.

3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of $100.

   Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

4. Additional bond, as required and approved by the owner.

5. Additional insurance (other than labor insurance) as required and approved by the Owner.

In addition to items 1 through 5 above, an added fixed fee for general overhead and profit shall be negotiated and allowed for the Contractor (or approved Subcontractor) actually executing the Cost Reimbursement work.

An additional fixed fee shall be negotiated and allowed the Contractor for the administrative handling of portions of the work that are executed by an approved Subcontractor. No additional fixed fee will be allowed for the administrative handling of work executed by a Subcontractor of a Subcontractor, unless by written permission from the Owner.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead,

profit, and any other general expense. The Contractor's records shall make clear distinction between the direct costs of work paid for on a cost reimbursement basis and the costs of other work. The Contractor shall furnish the Engineer report sheets in duplicate of each day's cost reimbursement work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the Contractor or his authorized agent.

The Owner reserves the right to furnish such materials and equipment as he deems expedient and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment. To receive partial payments and final payment for cost reimbursement work, the Contractor shall submit to the Engineer, detailed and complete documented verification of the Contractor's and any of his Subcontractors' actual costs involved in the cost reimbursement work. Such costs shall be submitted within 30 days after said work has been performed.

69. PARTIAL PAYMENTS

A. GENERAL

Nothing in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as a basis for computing the amounts of the partial payments.

B. ESTIMATE

At least 30 days before each progress payment falls due, as specified in the Supplementary Conditions, the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the project site suitable stored and protected prior to incorporation into the work.

Engineer will, within 7 days after receipt of each request for payment, either indicate in writing a recommendation of payment and present the request to Owner, or return the request to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may, within 7 days, make the necessary corrections and resubmit the request.

Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such an extent as may be necessary in Engineer's opinion to protect the Owner from loss because:

1. The work is defective, or completed work has been damaged requiring correction or replacement;

2. Written claims have been made against Owner or Liens have been filed in connection with the work;

3. The Contract Price has been reduced because of Change Orders;

4. Owner has been required to correct defective work or complete the work in accordance with Article OWNER'S RIGHT TO DO WORK;

5. Of Contractor's unsatisfactory prosecution of the work in accordance with the Contract Documents; or

6. Contractor's failure to make payment to Subcontractors or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

Unless modified in the Supplementary Conditions, deductions from the estimate will be as described below:

1. The Owner will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work. When the work is 50 percent complete, the Owner may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the Contractor is making satisfactory progress and there is no specific cause for a greater retainage. The Owner may reinstate the retainage up to 10 percent if the Owner determines, at his discretion, that the Contractor is not making satisfactory progress or where there is other specific cause for such withholding.

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below:

1. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than $200 for any one item.

2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to include a list of such materials on the Partial Payment Request. At his sole discretion, the Engineer may approve items for which partial payment is to be made. Partial payment shall be based on the Contractor's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and protection shall be provided by the Contractor, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

3. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances.

4. If requested by the Engineer, the Contractor shall provide, with subsequent pay requests, invoices receipted by the supplier showing payment in full has been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned, the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 9 days prior to the scheduled day for payment will not be processed or paid until the following month.

70. CLAIMS FOR EXTRA WORK

In any case where the Contractor deems additional time or compensation will become due him under this Contract for circumstances other than those defined in Article DELAYS AND EXTENSION OF TIME, the Contractor shall notify the Engineer, in writing, of his intention to make claim for such time or compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. If such notification is not given or if the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional time or compensation. Such notice by the Contractor, and fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

No extension of time will be granted to the Contractor for delays resulting from extra work that have no measurable

impact on the completion of the total Work under this Contract. Claims for additional time or compensation shall be made in itemized detail and submitted, in writing, to the Owner and Engineer within 10 days following completion of that portion of the work for which the Contractor bases his claim. Failure to make the claim for additional compensation in the manner and within the time specified above shall constitute waiver of that claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article **PAYMENT FOR CHANGE ORDERS.**

71. RELEASE OF LIENS OR CLAIMS

The Contractor shall indemnify and hold harmless the Owner from all claims for labor and materials furnished under this Contract. Prior to the final payment, the Contractor shall furnish to the Owner, as part of his final payment request, a certification that all of the Contractor's obligations on the project have been satisfied and that all monetary claims and indebtedness have been paid. The Contractor shall furnish complete and legal effective releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the work.

72. FINAL PAYMENT

Upon completion of all the work under this Contract, the Contractor shall notify the Engineer, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article **RELEASE OF LIENS OR CLAIMS,** and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

73. NO WAIVER OF RIGHTS

Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under the warranty.

74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer, as representatives of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds and warranties, as herein provided.

SUPPLEMENTARY CONDITIONS

REVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Add the following:

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the City of Key West, Senior Project Manager or authorized representatives.

ARTICLE 12 "OWNER"

Add the following:

Wherever in these Documents the word "Owner" appears, it shall be understood to mean the City of Key West whose address is 3126 Flagler Avenue, Key West, Florida 33040.

Add the following:

AUDITS

The owner is responsible for performing audits related to the project. Audits will be performed on an annual basis and will be in compliance with the criteria outlined in Section 5.04 of the Local Agency Program agreement.

Add the following:

OWNER FORCE ACCOUNT/COST EFFECTIVE JUSTIFICATION

The owner shall not provide construction or construction engineering inspection services related to this contract without prior approval by the District LAP Administrator through submittal of a finding of cost-effectiveness.

ARTICLE 14 "SPECIFICATIONS"

Add the following:

FEDERAL, STATE, COUNTY, AND LOCAL STANDARD SPECIFICATIONS

Where portions of the work traverse or cross federal, state, county, or local highways, roads, or streets, and the agency in control of such property has established standard specifications governing items of work that differ from these Specifications, the most stringent requirements shall apply. Contractor shall comply with all regulations and requirements of the Department of Transportation and the County Road Department wherever the work traverses or crosses state or county highways.

ARTICLE 18 "INTENT OF CONTRACT DOCUMENTS"

Add the following:

FEDERAL GRANT REQUIREMENTS

This Project is funded by Federal Grant Money. The Contractor and Subcontractors shall comply with the Federal Grant Requirements.

18.1 Prequalification of Bidders: Florida Law (Chapter 337.14 F.S.) and rules of the State of Florida, Department of Transportation (Chapter 14-22) require Contractors to be prequalified with the Department in order to bid for the performance of Road, Bridge or Public Transportation contracts greater than $250,000.00.
Reference Attachment A: FDOT Standard Specifications.

18.2 Access to Records: Authorized representatives of the OWNER, the Florida Department of Environmental Protection and other state agencies associated with the grant and the United States Agency responsible for this grant shall have access to, for the purpose of inspection, any books, documents, papers, and records of the CONTRACTOR that are pertinent to this Agreement/Contract. The CONTRACTOR shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under his Agreement/Contract.

18.3 Access to Work Sites: Authorized representatives of the OWNER, the Florida Department of Environmental Protection (FDEP) and other state agencies associated with this grant, and the United States Agency responsible for this grant shall have access to the Work site(s) at any reasonable time. The CONTRACTOR shall cooperate (including making available working copies of documents and supplementary materials) during Work site inspections conducted by the OWNER and state and federal agencies.

18.4 Debarment and Suspension (Executive Order 12549)
Reference Attachment B: Suspension and Debarment Certification

18.4.1 If the price of this Agreement/Contract equals or exceeds $25,000, the OWNER shall not award this Agreement/Contract, nor permit any lower-tier goods or services (including construction) subcontract with a price equaling or exceeding $25,000 to be awarded, to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549 (Debarment and Suspension).

18.4.2 The attention of all bidders or prospective contractors (including the CONTRACTOR) is directed to the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." Which has been extracted from Appendix B to 40 CFR Part 32 and included as Appendix A to these Supplementary Conditions? The certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." is applicable to this Agreement/Contract, if the price of this Agreement/Contract equals or exceeds $25,000.

18.4.3 If bidders or prospective contractors (including the CONTRACTOR), or any prospective subcontractors at any tier, intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include the certification/clause entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions which is included these Supplementary Conditions, in all lower-tier goods and services (including construction) subcontracts with a price equaling or exceeding $25,000 and in all solicitations for such subcontracts.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 and is applicable to all goods and services (including construction) contracts and subcontracts with a price equaling or exceeding $25,000 and in all solicitations for such contracts and subcontracts.

Instructions for Certification:

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.

POINCIANA ELEMENTARY SCHOOL (SRTS) SIDEWALK IMPROVEMENT PROJECT SUPPLEMENTARY CONDITIONS

5. The prospective lower tier participant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.
3. The Prospective Lower-Tier Participant Also Certifies that it and its Principals:
    a. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    b. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity Federal, State or local) with commission of any of the offenses enumerated in paragraph (3)(a) of this certification; and
    c. Have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this Proposal.

18.5 Equal Employment Opportunity:
Reference Attachment C: Executive Order 11246

18.5.1 The Contractor, Sub Recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

18.6 Disadvantaged Business Enterprise:
Reference Attachment D: DBE Special Provisions; the DBE participation goal established by the City of Key West is 8.6%, which is consistent with the goal set by Florida Department of

Transportation's (FDOT) Disadvantaged Business Enterprise (DBE) program. The City encourages all of its contractors to obtain bids and quotes from Certified DBEs. FDOT, as well as the City's Grants Administrator, offers assistance in reaching out to DBEs in an effort to locate DBEs capable of performing work relevant to the project.

18.7 Minority Owned Business Enterprise: Utilization of minority and Women-Owned firms and enterprises are encouraged.

18.8 Buy America/Foreign Contractor and Supply Restrictions:
Reference Attachment E: FDOT Supplemental Specification

18.9 Prohibition Against Convict Produced Materials
Reference Attachment F: FDOT Supplemental Specification

18.10 FHWA 1273
Reference Attachment G: Required Contract Provisions

18.11 Lobbying:
Reference Attachment H: Disclosure of Lobbying Activities

18.12 Non-Collusion Provision
Reference Attachment I: Non-Collusion Declaration

18.13 Prevailing Minimum Wage Compliance:
Reference Attachment J: Davis-Bacon Wage Table

18.14 Salvage Credits
In accordance with 49 CFR 18.36, salvage credits will not be allowed in this Contract.

18.15 Standardized Change Condition Contract Clauses:
Standardized Changed Conditions per 23 CFR 635.109 apply to this Contract.

18.16 Per 23 CFR 635.409, preferences for State and Local Materials will not be allowed in this contract.

18.17 Indian Preference on Federal-Aid Projects (Labor & Employment): If utilized, FHWA approval must be obtained of provision complying with 23 CFR 635.117.

18.18 Patented/Proprietary Materials
Per 23 CFR 635.411, Patented/Proprietary Materials will not be allowed in this contract unless there is a public interest finding approved by FDOT. The finding approved by FDOT should be included in the bid documents.

18.19 Public Agencies in Competition with the Private Sector
In accordance with 23 CFR 635.112(e), public agencies competing with businesses in the private sector will not be allowed in this contract.

18.20 Publicly Owned Equipment

In accordance with 23 CFR 635.106, the usage of publicly owned equipment will not be allowed in this contract.

ARTICLE 29 "LINES AND GRADES"

Add the following:

It will be the Contractor's responsibility to layout the work and to transfer elevations from benchmarks. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facilities.

The Contractor shall furnish all surveys, labor, and equipment, including setting all alignment and gradient, grade stakes, batter boards, and everything necessary to lay out his work. The Contractor shall be responsible for maintaining and re-establishing at his expense, all control points. After completion of his construction, he shall reset all permanent monuments at their original locations and elevations.

The Engineer may check all layout work, and the Contractor shall furnish all necessary labor, equipment, and materials, and shall cooperate and assist the Engineer in making such checks.

The dimensions for lines and elevations for grades of the structures, appurtenances, and utilities will be shown on Drawings, together with other pertinent information required for laying out the work. If site conditions vary from those indicated, the Contractor shall notify the Engineer immediately, who will make any minor adjustment as required.

ARTICLE 34 “INSURANCE AND LIABILITY”
Sub-Article A. “GENERAL”

Add the following after first sentence:
All insurance required by this contract shall contain a “waiver of subrogation” provision whereas the contractor’s insurer waives any claim against the City of Key West.

ARTICLE 34 “INSURANCE AND LIABILITY”

Add the following:

A. Workers’ Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employer’s Liability with a limit of $1,000,000.00 each accident.

B. Comprehensive General Liability: Coverage shall have a minimum limit of $2,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations; Independent Contractors; Products and/or Completed Operations; Broad Form Property Damage, XCU and a Contractual Liability endorsement.

C. Business Auto Liability: Shall have a minimum limit of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employees Non-Ownership.

D. Excess/Umbrella Liability shall have minimum limits of $2,000,000 per occurrence/aggregate.

E. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

F. Certificates of insurance meeting the required insurance provisions shall be forwarded to Engineer, OWNER's and Risk Management. A copy of Sample Form is attached.

ARTICLE 34 "INSURANCE AND LIABILITY"

Add the following Article:

SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

ARTICLE 34 "INSURANCE AND LIABILITY"

Include the City of Key West as additional insureds.

ARTICLE 35 "INDEMNITY"

Add the following:

The obligation of the CONTRACTOR under this Article shall be limited to the contractual liability as specified in the Supplementary Conditions, Article INSURANCE AND LIABILITY.

ARTICLE 39 "CODES, ORDINANCES, PERMITS, AND LICENSES"

Add the following:

A. PERMIT FOR WORK WITHIN THE FEDERAL, COUNTY, AND/OR STATE RIGHTS-OF-WAY

The Owner will obtain from the county and/or state the necessary permit for work within the rights-of-way. A copy of the permit is available at the office of the Owner. The Contractor shall abide by all regulations and conditions stipulated in the permits, and such conditions and requirements are hereby made a part of these Supplementary Conditions, as fully and completely as though the same were fully set forth herein. The Contractor shall examine the permits granted to the Owner, by the county and/or state. Failure to do so will not relieve the Contractor from compliance with the requirements stated therein.

The Contractor shall prepare, submit, and have approved at his expense traffic maintenance plans required by federal, state, county, and local agencies having jurisdiction.

B. PERMIT FOR WORK WITHIN LOCAL RIGHTS-OF-WAY

The Contractor shall obtain from the City of Key West the necessary permits for work within the rights-of-way. The Contractor shall abide by all regulations and conditions, including maintenance of traffic.

C. PUBLIC WORKS COMPLIANCE ACT

1. GENERAL

If the Contract amount exceeds $25,000, the Contractor shall abide by the requirements of the State Public Works Compliance Act, Section 446.101 Florida Statutes. The Act generally requires the Contractor to:

a. Participate in registered training programs with the State of Florida.
b. Hire for the duration of the Contract, a ratio of at least one registered apprentice or trainee to every five journeymen working on the project.
c. Prior to the commencement of the work, submit a letter of intent to the Bureau of Apprenticeship and to others as required by the Act.
d. Prepare and submit quarterly to the Bureau of Apprenticeship, records of employment on report form BAP-500.

2. ADMINISTRATION

Administration of the apprenticeship program for this Contract will be under the designated area field office of the Bureau of Apprenticeship.

D. NOISE ORDINANCE

The Contractor shall comply with the City of Key West Noise Ordinance.

E. "LICENSES"

Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable state, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents.

Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 18 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

A. City of Key West, Engineering Contractor Class I license.
B. Holds a valid Certificate of Competency issued by the Director of the Building Department, which shall be valid throughout the Contract time.
C. Holds a valid occupational license issued by the City of Key West.

ARTICLE 42 "SAFETY"

Add the following sub article:

OCCUPATIONAL SAFETY AND HEALTH

The Contractor shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract.

ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

HISTORIC PRESERVATION

The Contractor shall comply with Florida's Archives and Historic Act (Florida Statutes, Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the project.

ARTICLE 45 "MATERIALS AND APPLIANCES"

Add the following to the end of the first paragraph:

At contract completion, no equipment purchased by the contractor shall be transferred to state or local ownership.

ARTICLE 57 “OWNERS RIGHT TO TRANSFER EMPLOYMENT”

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

A. Owner shall have the right to terminate this Contract without cause by written notice of Termination to the Contractor. In the event of such termination for convenience, the Contractor’s recovery against the Owner shall be limited to that portion of the Contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred. Contractor shall not be entitled to any other or further recovery against the Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. Owner shall have the right to suspend all or any portions of the Work upon giving the Contractor prior written notice of such suspension. If all or any portion of the Work is so suspended, the Contractor shall be entitled to reasonable costs, expenses and time extension associated with the suspension.

ARTICLE 69 "PARTIAL PAYMENTS"

Delete the first paragraph of Article "PARTIAL PAYMENTS" and substitute the following:

No more than once each month the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work and request payment. As used in this Article the words "amount earned" means the value, on the date of the estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work.

ARTICLE 69"PARTIAL PAYMENTS"

Add the following:

Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

ARTICLE 69 "PARTIAL PAYMENTS"

Delete Subarticle C "DEDUCTION FROM ESTIMATE" in its entirety and substitute the following:

DEDUCTION FROM ESTIMATE

The Owner will deduct from the estimate and retain as part security 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work.

ARTICLE 69 "PARTIAL PAYMENT"

Delete Subarticle E "PAYMENT" in its entirety and substitute the following:

PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

ARTICLE 72 "FINAL PAYMENT"

Delete Article "FINAL PAYMENT" in its entirety and substitute the following:

FINAL PAYMENT

Upon completion of the work the Contractor shall notify the Engineer, in writing, that he has completed it and shall request final payment. The Contractor shall be responsible for keeping an accurate and detailed record of his actual construction. Upon completion of construction and before final acceptance and payment the Contractor shall furnish the Engineer record drawings of his construction. Upon receipt of a request for final payment and the record drawings the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

ARTICLE 75 "ADDITIONAL CONTRACT REQUIREMENTS"

Add attachments A through S below:

ATTACHMENT A: FDOT STANDARD SPECIFICATIONS

2-1 Prequalification of Bidders.

Bidders shall prequalify in accordance Section 337-14, Florida Statutes and Rule 14-22, Florida Administrative Code.

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

(a) A bid on a contract to provide any goods or services to a public entity.

(b) A bid on a contract with a public entity for the construction or repair of a public building or public work.

(c) Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All prequalified Contractors bidding on any Contract must include with their bid proposal a copy of their Certification of Prequalification.

Chapter 337.14 Florida Statutes
Application for qualification; certificate of qualification; restrictions; request for hearing.—

(1) Any person desiring to bid for the performance of any construction contract in excess of $250,000 which the department proposes to let must first be certified by the department as qualified pursuant to this section and rules of the department. The rules of the department shall address the qualification of persons to bid on construction contracts in excess of $250,000 and shall include requirements with respect to the equipment, past record, experience, financial resources, and organizational personnel of the applicant necessary to perform the specific class of work for which the person seeks certification. The department is authorized to limit the dollar amount of any contract upon which a person is qualified to bid or the aggregate total dollar volume of contracts such person is allowed to have under contract at any one time. Each applicant seeking qualification to bid on construction contracts in excess of $250,000 shall furnish the department a statement under oath, on such forms as the department may prescribe, setting forth detailed information as required on the application. Each application for certification shall be accompanied by the latest annual financial statement of the applicant completed within the last 12 months. If the application or the annual financial statement shows the financial condition of the applicant more than 4 months prior to the date on which the application is received by the department, then an interim financial statement must be submitted and be accompanied by an updated application. The interim financial statement must cover the period from the end date of the annual statement and must show the financial condition of the applicant no more than 4 months prior to the date the interim financial statement is received by the department. Each required annual or interim financial statement must be audited and accompanied by the opinion of a certified public accountant or a public accountant approved by the department. The information required by this subsection is confidential and exempt from the provisions of s. 119.07(1). The department shall act upon the application for qualification within 30 days after the department determines that the application is complete. The department may waive the requirements of this subsection for projects having a contract price of $500,000 or less if the department determines that the project is of a noncritical nature and the waiver will not endanger public health, safety, or property.

(2) Certification shall be necessary in order to bid on a road, bridge, or public transportation construction contract of more than $250,000. However, the successful bidder on any construction contract must furnish a contract bond prior to the award of the contract. The department may waive the requirement for all or a portion of a contract bond for contracts of $150,000 or less under s. 337.18(1).
(3) Upon the receipt of an application for certification, the department shall examine it, verify its statements when necessary, and determine whether the applicant is competent, is responsible, and possesses the necessary financial resources to perform the desired work.
(4) If the applicant is found to possess the prescribed qualifications, the department shall issue to him or her a certificate of qualification that, unless thereafter revoked by the department for good cause, will be valid for a period of 18 months after the date of the applicant's financial statement or such shorter period as the department prescribes. Submission of an application shall not affect expiration of the certificate of qualification. If the department finds that an application is incomplete or contains inadequate information or information that cannot be verified, the department may request in writing that the applicant provide the necessary information to complete the application or provide the source from which any information in the application may be verified. If the applicant fails to comply with the initial written request within a reasonable period of time as specified therein, the department shall request the information a second time. If the applicant fails to comply with the second request within a reasonable period of time as specified therein, the application shall be denied.
(5) The certificate of qualification shall contain a statement fixing the actual amount of work, in terms of estimated cost, which the applicant will be permitted to have on contract with the department and not completed at any one time, and the certificate may contain a statement by the department limiting such bidder to the submission of bids upon a certain class of work. Subject to such restrictions, the certificate of qualification shall authorize the holder to bid on all work on which bids are taken by the department during the period of time specified in the certificate.
(6) Any applicant for a certificate of qualification who is aggrieved by the action of the department may, within 10 days after receiving notification of such action, request a hearing pursuant to chapter 120.
(7) No "contractor" as defined in s. 337.165(1)(d) or his or her "affiliate" as defined in s. 337.165(1)(a) qualified with the department under this section may also qualify under s. 287.055 or s. 337.105 to provide testing services, construction, engineering, and inspection services to the department. This limitation shall not apply to any design-build prequalification under s. 337.11(7).
(8) This section does not apply to maintenance contracts.
(9) (a) Notwithstanding any other law to the contrary, for contracts in excess of $250,000, an authority created pursuant to chapter 348 or chapter 349 may require that persons interested in performing work under contract first be certified or qualified to do the work. Any contractor may be considered ineligible to bid by the governmental entity or authority if the contractor is behind an approved progress schedule for the governmental entity or authority by 10 percent or more at the time of advertisement of the work. Any contractor prequalified and considered eligible by the department to bid to perform the type of work described under the contract shall be presumed to be qualified to perform the work so described. The governmental entity or authority may provide an appeal process to overcome that presumption with de novo review based on the record below to the circuit court.

(b) With respect to contractors not prequalified with the department, the authority shall publish prequalification criteria and procedures prior to advertisement or notice of solicitation. Such publications shall include notice of a public hearing for comment on such criteria and procedures prior to adoption. The procedures shall provide for an appeal process within the authority for objections to the prequalification process with de novo review based on the record below to the circuit court within 30 days.

(c) An authority may establish criteria and procedures under which contractor selection may occur on a basis other than the lowest responsible bidder. Prior to adoption, the authority shall publish for comment the proposed criteria and procedures. Review of the adopted criteria and

procedures shall be to the circuit court, within 30 days after adoption, with de novo review based on the record below.

History.—s. 93, ch. 29965, 1955; s. 14, ch. 57-318; s. 1, ch. 61-501; s. 1, ch. 69-314; ss. 23, 35, ch. 69-106; s. 1, ch. 76-85; s. 1, ch. 78-316; s. 10, ch. 80-374; s. 1, ch. 83-18; s. 146, ch. 84-309; s. 33, ch. 86-243; s. 6, ch. 87-100; s. 2, ch. 89-21; s. 495, ch. 95-148; s. 37, ch. 95-257; s. 37, ch. 96-323; s. 161, ch. 96-406; s. 43, ch. 97-96; s. 80, ch. 2002-20; s. 43, ch. 2003-286; s. 4, ch. 2007-66; s. 33, ch. 2007-196; s. 21, ch. 2010-225.

Florida Administrative Code

14-22.0011 General Procedural Requirements.

(1) Purpose. This rule chapter sets forth the requirements to be certified by the Department as qualified to bid for the performance of road, bridge, or public transportation construction contracts, in excess of $250,000.

(2) Exceptions. Except for the provisions of Rules 14-22.012 and 14-22.0141, F.A.C., this rule chapter does not apply to bidders who wish to bid on construction contracts of $250,000 or less, or other contracts not having to do with the construction of roads, bridges, or other public transportation projects, or where the Department has waived the qualification requirements for construction projects having a contract price of less than $500,000 based upon the determination that the projects are of a non-critical nature and that waiver of qualification requirements will not endanger public health, safety, or property.

(3) Time. The provisions of Rule 28-106.103, F.A.C., shall apply in computing any period of time prescribed by this chapter.

(4) Definitions.

(a) The following terms shall have the meanings set forth in Section 337.165, F.S.: “contractor,” “contract crime,” “convicted,” or “conviction,” and “affiliate.”

(b) For matters not involving contract crimes, “Affiliate” shall mean business concerns, organizations, or individuals where, directly or indirectly, one controls or has the power to control the other, or a third party controls or has the power to control both. Indicia of control include interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or business entity organized following the revocation, denial, or suspension or proposed revocation, denial, or suspension of a contractor which has the same or similar management, ownership, or principal employees as the contractor that was revoked, denied, or suspended or proposed for revocation, denial, or suspension.

(c) “Applicant” means the person, firm, or combination of either for which qualification is requested.

(d) “Bidder” means an entity qualified under this chapter which possesses sufficient current capacity to obtain bid proposal documents from the Department.

(e) “Construction assets” means resources used for the construction of roads, bridges or public transportation projects.

(f) “Qualified equipment appraiser” means an individual employed by an equipment company that sells, rents, or leases the general type of equipment being appraised, or a company or individual(s) engaged in the business of appraising equipment regularly used in the construction of roads, bridges, or other transportation projects.

(g) “Qualified real estate appraiser” means an individual who meets all of the requirements prescribed by the laws of the state in which the appraisal occurs. Florida real estate appraisals must be performed by a “Certified General Appraiser,” as described in Section 475.611, F.S.

(h) “Construction revenues” means all earnings received through contracting for the performance of road, bridge, and other construction projects (including all earnings derived from providing administration, labor, material, equipment, supplies, and services necessary to fulfill contractual obligations incurred in the performance of road, bridge, and other construction projects).

Rulemaking Authority 334.044(2), 337.14(1) FS. Law Implemented 337.11, 337.14, 337.16, 337.165, 337.167 FS. History–New 11-10-82, Amended 8-25-83, Formerly 14-22.011, Amended 12-20-89, 1-4-94, 7-1-95, 8-6-96, 1-17-99, 7-8-01, 6-27-04, 1-23-08, 10-10-10.

ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:
(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered
against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20___.

By _____
Authorized Signature/Contractor

_____
Typed Name/Title

_____
Contractor's Firm Name

_____
Street Address

_____
Building, Suite Number

_____
City/State/Zip Code

_____
Area Code/Telephone Number

ATTACHMENT C: EXECUTIVE ORDER 11246 EQUAL EMPLOYMENT OPPORTUNITY
SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment
[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.
[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, l978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with AFL provisions of Executive Order No. 11246 of Sept. 24,

1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor win take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230] SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising

apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require. [Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204. The Secretary of Labor may, when he/she deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: Provided that such an exemption will not interfere with or impede the effectuation of the purposes of this Order; and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.
Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require. [Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor, which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order. [Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate

Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law. [Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any non-complying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section. [Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary

shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly. [Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor. [Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States. [Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order, if such employer, labor union, or other agency has been awarded a Certificate of Merit, which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee there under, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations there under, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such

applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order. [Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing. [Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided that actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued there under.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order. [Sec. 401 amended by EO 12086 of Oct. 5, l978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

ATTACHMENT D: DBE SPECIAL PROVISIONS

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC
FDOT 2010 Standard Specifications (January 2012 Workbook – Supplemental Specifications SS0070104)
(REV 6-28-11) (FA 7-18-11) (1-12)

SECTION 7 (Pages 55-71) is expanded by the following:

7-24 Disadvantaged Business Enterprise Program.

7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan: Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate."

7-24.3 Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

(a) A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

(b) The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-today basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

(c) Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.
2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
4. Encouraging eligible DBEs to apply for certification with the Department.
5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

7-24.4 DBE Records and Reports: Submit the Anticipated DBE Participation Statement at or before the Pre-Construction Conference. Report monthly, through the Equal Opportunity Reporting System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers. The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

(a) the procedures adopted to comply with these Specifications;
(b) the number of subordinated Contracts on Department projects awarded to DBEs;

(c) the dollar value of the Contracts awarded to DBEs;

(d) the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

(e) a description of the general categories of Contracts awarded to DBEs; and

(f) the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review. Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:
49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. On the Anticipated DBE Participation Statement only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Submit a revised Anticipated DBE Participation Statement to reflect changes to the initial Anticipated DBE Participation Statement within 14 business days from the date of the change.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

(a) The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

(b) The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

(c) When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(d) When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

(e) The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function in the work of a contract may be counted toward the voluntary DBE goal.

(f) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(g) To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(h) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

(i) If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

ATTACHMENT E: BUY AMERICAN/FOREIGN CONTRACTOR AND SUPPLIER RESTRICTIONS

FDOT Supplemental Specification

6-12.2 Source of Supply-Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project

ATTACHMENT F: CONVICT PRODUCED MATERIAL

FDOT Supplemental Specifications

6-12 Products and Source of Supply.

6-12.1 Source of Supply – Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway Construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.
Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1 materials produced by convicts on parole, supervised release, or probation from a prison or,

2 materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987

ATTACHMENT G: FHWA 1273

FHWA-1273 Electronic version -- March 10, 1994

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
(REV 3-10-94) (7-00)

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Payment of Predetermined Minimum Wage
V. Statements and Payrolls
VI. Record of Materials, Supplies, and Labor
VII. Subletting or Assigning the Contract
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects
X. Implementation of Clean Air Act and Federal Water Pollution Control Act
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENT A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1 These Contract provisions shall apply to all work performed on the Contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the Contract by piecework, station work, or by subcontract.

2 Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3 A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the Contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the DOL, or the Contractor's employees or their representatives.

6. Selection of Labor: During the performance of this Contract, the Contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction Contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this Contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Contract. In the execution of this Contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:
   a. The Contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.
   b. The Contractor will accept as his operating policy the following statement:
   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **Equal EEO Officer:** The Contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and Contractural responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority group employees.
   d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
   a. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.
   b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO Contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)
   c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
   a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
   b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
   c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
   d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**
   a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
   b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this Contract, this subparagraph will be superseded as indicated in the special provision.
   c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:
   a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
   b. The Contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
   d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Specifications, such Contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment**: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
   a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract.
   b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this Contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
   c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports**: The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of 3 years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
   a. The records kept by the Contractor shall document the following:
      1) The number of minority and non-minority group members and women employed in each work classification on the project;

2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The Contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the Contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction Contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this Contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction Contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction Contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General**:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by

the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than 1 classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this Contract.

2. **Classification:**

a. The SHA Contracting officer shall require that any class of laborers or mechanics employed under the Contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The Contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1) The work to be performed by the additional classification requested is not performed by a classification in the wage determination;
2) The additional classification is utilized in the area by the construction industry;
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4) With respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the Contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the Contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

d. In the event the Contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the Contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**
   a. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
   b. If the Contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**
   a. Apprentices:
      1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
      2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.
      3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
      4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

   b. Trainees:
      1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually

registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4) In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:
Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**
The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the Contractor or subcontractor under this Contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted Contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the SHA Contracting officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**
No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**
Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**
The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction Contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**
The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**
   a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the Contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
   b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian Contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section

1(b)(2)(B) of the Davis Bacon Act, the Contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each Contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
   1) That the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
   2) That such laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3; and
   3) That each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the Contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The Contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid Contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification Contracts, and Contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the Contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this Contract.
b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
c. Furnish, upon the completion of the Contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the Prime Contractor's option, either a single report covering all Contract work or separate reports for the Contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The Contractor shall perform with its own organization Contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the Contract) of the total original Contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original Contract price before computing the amount of work required to be performed by the Contractor's own organization (23 CFR 635).
    a. "Its own organization" shall be construed to include only workers employed and paid directly by the Prime Contractor and equipment owned or rented by the Prime Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the Prime Contractor.
    b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of Contracting organizations qualified and expected to bid on the Contract as a whole and in general are to be limited to minor components of the overall Contract.

2. The Contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the Contract provisions.
3. The Contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the Contract.
4. No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the Prime Contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this Contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.
2. It is a condition of this Contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Contract, that the Contractor and any subcontractor shall not permit any

employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by Engineers, Contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in 1 or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both.

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this Contract, or subcontract, as appropriate, the bidder, Federal-aid construction Contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not

listed, on the date of Contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal

Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
    d. Have not within a 3-year period preceding this application/proposal had 1 or more public transactions (Federal, State or local) terminated for cause or default.

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

* * * * *

INSTRUCTIONS FOR CERTIFICATION - LOWER TIER COVERED TRANSACTIONS:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction Contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A: EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

1. During the performance of this Contract, the Contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the Contract work is situated, or the sub region, or the Appalachian counties of the State wherein the Contract work is situated, except:
    a. To the extent that qualified persons regularly residing in the area are not available.
    b. For the reasonable needs of the Contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the Contract work.
    c. For the obligation of the Contractor to offer employment to present or former employees as the result of a lawful collective bargaining Contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the Contractor on the Contract work, except as provided in subparagraph 4 below.

2. The Contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the Contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the Contract work, the information submitted by the Contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The Contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The Contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the Contractor, or less than the number requested, the State Employment Service will forward a certificate to the Contractor indicating the unavailability of applicants. Such certificate shall be made a part of the Contractor's permanent project records. Upon receipt of this certificate, the Contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. The Contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT H: DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year_____ quarter_____ date of last report_____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* **Congressional District,** *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known:*	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____**Date:** _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)	

Form DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

RIGHT OF WAY - 05/01

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ITEM/SEGMENT NO.:_____
F.A.P. NO.:
PARCEL NO.:
COUNTY OF:
BID LETTING OF:_____ ,_____

I, _____, hereby
(NAME)

declare that I am_____ of_____
(TITLE) (FIRM)

Of_____
(CITY AND STATE)
and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of

the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY:_____ WITNESS:_____
NAME AND TITLE PRINTED

BY:_____ WITNESS:_____
SIGNATURE

Executed on this_____ day of_____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.
- Appendix B of 49 CFR Part 29 –

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

ATTACHMENT J: DAVIS-BACON WAGE DETERMINATION

PART 1 General

1. **Heavy Construction**- Heavy construction includes those projects that are not properly classified as either building, residential, or highway and is a catchall nature. Such heavy projects may some times be distinguished on the basis of their individual characteristics and separate schedules issued (e.g., dredging, water and sewer line, dams, flood control, etc.) generally the heavy wage determination shall be used for all site utility distribution, rough site development and grading, sewage treatment plant work other than buildings and contaminated soil removal and replacement and associated work.
2. **Highway Construction**- The Highway construction is generally the construction, alternation, or repair of roads, streets, highways, runways, taxies, alleys, parking areas, and other similar projects that are not incident to heavy construction or building and residential construction.
3. **Building Construction**
4. **Residential Construction**
5. **Demolition Work**

WAGE CLASSIFICATION NOT INCLUDED IN THE ABOVE DETERMINATION

1. Each Wage Determination (W/D) stands alone on the basis of the type of work being performed. The type of work covered by each W/D is listed above for items Heavy and Highway Construction and in general terms at the beginning of each determinations (3/4/5) at: http://www.gpo.gov/davisbacon/fl.html
2. There may be cases where the same classification is listed interchangeably between the types of construction. That is to say, an unskilled laborer under the highway W/D, may not be used at the minimum highway rate for that same classification of work under the building W/D, which has a higher minimum rate for the same unskilled laborer classification.
3. If a classification is listed in one W/D, covering a certain portion of work, but is required in another portion of the work covered by a W/D which does not include the same classification, then a SF-1444 must be submitted to establish the minimum rate under the appropriate W/D. An example might be that a backhoe Operator is listed under the heavy construction W/D but not under the Building W/D, however, a Backhoe Operator may be required under a portion of the work covered by the building W/D. In this case a separate W/D must be established.
4. For classifications of work not specifically listed in a W/D, but for which there a significant labor is required in that portion of the project, the contractor shall submit a proposed wage rate using the standard **Form 1444, Request for**

Authorization of Additional Classification and Rate. This form will be completed by the contractor after contract award and submitted to the City for concurrence and forwarding to the department of Labor for final approval.

5. When the applicable W/D, appropriate for the specific Division of work, cannot be determined by the contractor or is in questioned as to its appropriateness by the City and or their representative, a final determination will be made by:

General Decision Number: FL120200 01/06/2012 FL200

Superseded General Decision Number: FL20100299

State: Florida

Construction Type: Highway

Counties: Glades, Hardee, Hendry and Monroe Counties in FL.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

SUFL2009-196 08/05/2009

	Rates	Fringes
CARPENTER, Including Formwork....	$ 11.97	0.00
CEMENT MASON/CONCRETE FINISHER...	$ 10.05	0.00
LABORER: Asphalt Raker.....	$ 9.75	2.19
LABORER: Common or General.....	$ 9.94	0.00
LABORER: Flagger.....	$ 9.43	0.00
LABORER: Pipelayer.....	$ 8.33	0.00
OPERATOR: Backhoe/Excavator.....	$ 10.42	0.00
OPERATOR: Bulldozer.....	$ 11.69	0.00
OPERATOR: Distributor.....	$ 10.38	0.00
OPERATOR: Grader/Blade.....	$ 13.78	0.00
OPERATOR: Loader.....	$ 10.33	0.00
OPERATOR: Milling Machine.....	$ 10.08	0.00
OPERATOR: Oiler.....	$ 9.58	0.00
OPERATOR: Paver.....	$ 11.59	2.10
OPERATOR: Roller.....	$ 10.23	0.00

OPERATOR: Screed.....$ 11.70 0.00

OPERATOR: Tractor.....$ 8.15 0.00

TRUCK DRIVER: 4 Axle Truck.....$ 11.18 1.60

TRUCK DRIVER: Lowboy Truck.....$ 11.86 0.00

TRUCK DRIVER: Dump Truck.....$ 17.00 0.00

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA

indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT K: FDOT SPECIAL PROVISIONS AND REQUIREMENTS FOR PATENTED/PROPRIETARY MATERIALS AND INDIAN PREFERENCE

LAWS TO BE OBSERVED. (SP0070111ES)
(REV 3-31-09) (FA 6-17-09) (1-10)

ARTICLE 7-1 (Pages 56-62) is expanded by the following:

7-1.1.1 Compliance with American Recovery and Reinvestment Act of 2009:
This project is subject to the criteria and conditions of the American Recovery and Reinvestment Act (ARRA) of 2009. Satisfy the federal reporting requirements for the project(s), such as the monthly employment report, for both the contractor and subcontractors. Provide the required information on form(s) provided by the Department in the timeframe indicated in the instructions. Include these reporting requirements in all subcontracts.

7-1.1.1.1 Authority of the Comptroller General:
Section 902 of the ARRA of 2009 provides the U.S. Comptroller General and his representatives the authority:
1) To examine any records of the Contractor or any of its subcontractors, or any State or Local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2) To interview any officer or employee of the Contractor or any of its subcontractors, or of any State or Local government agency administering the Contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

7-1.1.1.2 Authority of the Inspector General:
Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this Contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

PARTIAL PAYMENTS-WITHHOLDING PAYMENT. (SP0090503ES)
(REV 2-11-09) (FA 6-16-09) (1-10)

SUBARTICLE 9-5.3 (Page 101) is expanded by the following:

9-5.3.3 Withholding Payment for Failure to Comply with American Recovery and Reinvestment Act of 2009:
The Department will withhold progress payments from the Contractor for failure to comply with the requirements of 7-1.1.1.

MEASUREMENT AND PAYMENT-ACCEPTANCE AND FINAL PAYMENT DOCUMENTS. (SP0090801ES)
(REV 6-10-09) (FA 6-16-09) (1-10)

SUBARTICLE 9-8.1 (Pages 104 and 105) is deleted and the following substituted:

9-8.1 Acceptance and Final Payment Documents:
Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance (as provided in 5-10 and 5-11), and subject to the terms of 8-11, the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The Department will pay the estimate, less any sums that the Department may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, along with all executed supplemental agreements received after final acceptance.

If the Contractor fails to furnish all required Contract Documents as listed in (a) through (h) below within 90 days of the Department's offer of final payment or request for refund of overpayment, the Department may suspend the Contractor's Certificate of Qualification under the provisions of Florida Administrative Code 14-22.

(a) The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the Department, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, has through the use of the Qualified Acceptance Letter, accepted the balance due or refunded the overpayment, as determined by the Department, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the Department. To receive payment based on a Qualified Acceptance Letter, define in writing the dispute or pending claim with full particular of all items of all issues in dispute, including itemized amounts claimed for all particulars of all items, and submit it as part of the Qualified Acceptance Letter. The Contractor further agrees, by submitting a Qualified Acceptance Letter that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original Qualified Acceptance Letter, and that he will commence with any such arbitration claim or suit within 820 calendar days from and after the time of final acceptance of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.

(b) The Contractor has properly maintained the project, as specified hereinbefore.

(c) The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

(d) The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

(e) The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

(f) The Contractor has furnished all required mill tests and analysis reports to the Engineer.

(g) The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Engineer with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate. Certification must be on a form provided by the Engineer.

(h) The Contractor has met the requirements of 7-1.1.1.

23 CFR § 635.411 Material or product selection.

(a) Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

(1) Such patented or proprietary item is purchased or obtained through competitive bidding with equally suitable unpatented items; or

(2) The State transportation department certifies either that such patented or proprietary item is essential for synchronization with existing highway facilities, or that no equally suitable alternate exists; or

(3) Such patented or proprietary item is used for research or for a distinctive type of construction on relatively short sections of road for experimental purposes.

(b) When there is available for purchase more than one nonpatented, nonproprietary material, semifinished or finished article or product that will fulfill the requirements for an item of work of a project and these available materials or products are judged to be of satisfactory quality and equally acceptable on the basis of engineering analysis and the anticipated prices for the related item(s) of work are estimated to be approximately the same, the PS&E for the project shall either contain or include by reference the specifications for each such material or product that is considered acceptable for incorporation in the work. If the State transportation department wishes to substitute some other acceptable material or product for the material or product designated by the successful bidder or bid as the lowest alternate, and such substitution results in an increase in costs, there will not be Federal-aid participation in any increase in costs.

(c) A State transportation department may require a specific material or product when there are other acceptable materials and products, when such specific choice is approved by the Division Administrator as being in the public interest. When the Division Administrator's approval is not obtained, the item will be nonparticipating unless bidding procedures are used that

establish the unit price of each acceptable alternative. In this case Federal-aid participation will be based on the lowest price so established.

(d) Reference in specifications and on plans to single trade name materials will not be approved on Federal-aid contracts.

(e) In the case of a design-build project, the following requirements apply: Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the Request for Proposals document unless the conditions of paragraph (a) of this section are applicable.

[41 FR 36204, Aug. 27, 1976, as amended at 67 FR 75926, Dec. 10, 2002; 71 FR 66454, Nov. 15, 2006]

23 CFR § 635.117 Labor and employment.

(a) No construction work shall be performed by convict labor at the work site or within the limits of any Federal-aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the STD unless it is labor performed by convicts who are on parole, supervised release, or probation.

(b) No procedures or requirement shall be imposed by any State which will operate to discriminate against the employment of labor from any other State, possession or territory of the United States, in the construction of a Federal-aid project.

(c) The selection of labor to be employed by the contractor on any Federal-aid project shall be by the contractor without regard to race, color, religion, sex, national origin, age, or handicap and in accordance with 23 CFR part 230, 41 CFR part 60 and Exec. Order No. 11246 (Sept. 24, 1965), 3 CFR 339 (1964–1965), as amended.

(d) Pursuant to 23 U.S.C. 140(d), it is permissible for STD's to implement procedures or requirements which will extend preferential employment to Indians living on or near a reservation on eligible projects as defined in paragraph (e) of this section. Indian preference shall be applied without regard to tribal affiliation or place of enrollment. In no instance should a contractor be compelled to layoff or terminate a permanent core-crew employee to meet a preference goal.

(e) Projects eligible for Indian employment preference consideration are projects located on roads within or providing access to an Indian reservation or other Indian lands as defined under the term “Indian Reservation Roads” in 23 U.S.C. 101 and regulations issued thereunder. The terminus of a road “providing access to” is that point at which it intersects with a road functionally classified as a collector or higher classification (outside the reservation boundary) in both urban and rural areas. In the case of an Interstate highway, the terminus is the first interchange outside the reservation.

(f) The advertisement or call for bids on any contract for the construction of a project located on the Federal-aid system either shall include the minimum wage rates determined by the Secretary of Labor to be prevailing on the same type of work on similar construction in the immediate locality or shall provide that such rates are set out in the bidding documents and shall further specify that such rates are a part of the contract covering the project.

ATTACHMENT L: LAP MANUAL NONDISCRIMINATION AGREEMENT

LOCAL AGENCY PROGRAM MANUAL TITLE VI AND RELATED STATUES NONDISCRIMINATION AGREEMENT

Bidders shall meet the following requirements for the grant: All prime contractor contracts with subcontractor(s) must be in writing and must physically contain form FHWA 1273 and minimum wage rates; just referring to them is not acceptable. Additionally all subcontracts $10,000 and over are required to comply with Title VI programs, and must contain the statement:

The sub recipient or contractor, in accordance with Title VI of the civil Tight Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non discrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability in consideration for an award.

Additionally the contractor shall insert into all solicitations for bid the following:

16.7.3 Appendix A

While performing this contract, the contractor - for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) - agrees to the following:

1. Compliance with Regulations: The contractor will comply with the Regulations on nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (“USDOT”) Title 49, Code of Federal Regulations, Part 21. The recommendations may be amended from time to time, (from here on referred to as the Regulations). They are incorporated here by reference and made a part of this contract.

2. Nondiscrimination: In work performed during the contract, the Contractor will not discriminate on the grounds of race, color, or national origin in the selection and holding of subcontractors. This includes obtaining materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations. This includes employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, the contractor will inform each potential subcontractor or supplier of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin. The solicitations include obtaining materials or leases of equipment.

4. Information and Reports: The contractor will provide all information and reports required by the Regulations or directives. It will also permit access to its books, records, accounts,

other sources of information, and its facilities that are determined by the (Recipient) or the (Name of Appropriate Administration) to be important to ensure compliance with such Regulations, orders and instructions. In some cases, another entity possesses the information required of a contractor and refuses to give the information. Here, the contractor will confirm the lack of information with the (Recipient), or the (Name of the Administration) as appropriate, and will explain its efforts to obtain the information.

5. Sanctions for Noncompliance: In the event that the contractor does not comply with the nondiscrimination provisions of this contract, the (Recipient) should enforce contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate. Sanctions may include, but are not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
b. Cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor should include the terms of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued modifying the Provisions. The contractor will take action with on any subcontract or procurement that the (Recipient) or the (Name of Appropriate Administration) directs in order to enforce provisions including sanctions for non-compliance. However, if a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the contractor may ask the (Recipient) to enter into such litigation to protect the interests of the (Recipient). Also, the contractor may ask the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT M: ANTICIPATED DBE PARTICIPATION STATEMENT FOR LAP

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

275-030-12
EQUAL OPPORTUNITY OFFICE
04/12

ANTICIPATED DBE PARTICIPATION STATEMENT ('ADBEPS')
LOCAL AGENCY PROGRAM

1. FDOT LAP AGREEMENT#	2. FDOT LAP AGREEMENT AMT ($)	3. LOCAL AGENCY'S CONTRACT # WITH PRIME	4. LOCAL AGENCY NAME

5. PRIME CONTRACTOR NAME	6. FEID NUMBER OF PRIME CONTRACTOR
7. CONTRACT DOLLAR AMOUNT WITH PRIME	**8. FEID NUMBER OF LOCAL AGENCY**

9. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED 'DBE'? (Disadvantaged Business Enterprise) ☐ NO ☐ YES	10. IS THE WORK OF THIS CONTRACT CONSTRUCTION ☐ MAINTENANCE ☐ OTHER? _____

11. ADBEPS REVISION? ☐ NO ☐ YES If yes, revision number _____

12. ANTICIPATED DBE SUBCONTRACTS

	DBE SUBCONTRACTOR OR SUPPLIER COMPANY NAME AND FEID NUMBER	TYPE OF WORK, NAICS AND FDOT SPECIALTY CODE(S)	DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
A	NAME: FEID:	WORK: NAICS CODE: SPEC CODE:		
B	NAME: FEID:	WORK: NAICS CODE: SPEC CODE:		
C	NAME: FEID:	WORK: NAICS CODE: SPEC CODE:		
D	NAME: FEID:	WORK: NAICS CODE: SPEC CODE:		
E	NAME: FEID:	WORK: NAICS CODE: SPEC CODE:		
			12F TOTAL DOLLARS TO DBE'S	12G TOTAL PERCENT OF CONTRACT
			$0.00	0.00%

SECTION TO BE FILLED BY PRIME CONTRACTOR

13. SUBMITTED BY	14. DATE	15. TITLE OF SUBMITTER	
16. EMAIL ADDRESS OF PRIME CONTRACTOR SUBMITTER		**17. FAX NUMBER**	**18. PHONE NUMBER**

SECTION TO BE FILLED BY LOCAL AGENCY

19. SUBMITTED BY	20. DATE	21. TITLE OF SUBMITTER	
22. EMAIL ADDRESS OF SUBMITTER		**23. FAX NUMBER**	**24. PHONE NUMBER**

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.

THE FOLLOWING SECTIONS ARE FOR FDOT USE

DISTRICT	25. PROCESSED BY	26. DATE TO EO OFFICE	27. EXECUTED DATE (LAP AGREEMENT)	28. EXECUTED DATE BETWEEN LOCAL AGENCY & PRIME	29. PRECON CONF DATE
	30. SUBMITTED TO EO BY	☐ FAX ☐ EMAIL ☐ SHARED FOLDER			
EO OFC	31. INCLUDED IN DBE PARTICIPATION REPORT OF M/D/Y				

ATTACHMENT N: LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $437,726.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 1

FPN: 425854-1	Fund:	FLAIR Approp:
Federal No: SRTS 140	Org Code: 55063030649	FLAIR Obj: 790089
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: Monroe	Contract No: AQ244	Vendor No: VF596000346038

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this 23rd day of September, 2010 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and The City of Key West located at 525 Angela Street, Key West, Florida 33041 hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in sidewalk installation as part of the Safe Routes to School Program at Poinciana Elementary School and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A,B,1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before July 31, 2013. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 437,726.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      District Six LAP Administrator
      Florida Department of Transportation
      1000 N.W. 111 Avenue
      Miami, Florida 33172

   b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards <u>directly</u> to each of the following:

   District Six LAP Administrator
   Florida Department of Transportation
   1000 N.W. 111 Avenue
   Miami, Florida 33172

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

District Six LAP Administrator
Florida Department of Transportation
1000 N.W. 111 Avenue
Miami, Florida 33172

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      District Six LAP Administrator
      Florida Department of Transportation
      1000 N.W. 111 Avenue
      Miami, Florida 33172

   b) The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   a) The Department at each of the following address(es):

      District Six LAP Administrator
      Florida Department of Transportation
      1000 N.W. 111 Avenue
      Miami, Florida 33172

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with

applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

> "The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> "The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default

shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all

subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☐ will ☒ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY CITY OF KEY WEST, FLORIDA

By: _____
Name: James Scholl
Title: City Manager

Attest: Cheryl Smith
Title: City Clerk

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Gus Pego, P.E.
Title: District Secretary

Attest: Margaret Higgins
Title: Executive Secretary

As to form:

_____
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 425854-1

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

The City of Key West

525 Angela Street, Key West, Florida 33041-1409

Dated_____

PROJECT LOCATION: Duck Avenue from 17th Street to Glynn Archer Drive
12th Street from Staples Avenue to Seidenberg Avenue

The project ___ is _X_ is not on the National Highway System.

The project ___ is _X_ is not on the State Highway System.

PROJECT DESCRIPTION:
Safe Routes to School – Poinciana Elementary School

Duck Avenue from 17th Street to Glynn Archer Drive
12th Street from Staples Avenue to Seidenberg Avenue

The project will include sidewalk installation.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Class of Action Determination Study to be completed by 9/15/2010.
b) Design to be completed by 6/30/2011.
c) Right-of-Way requirements identified and provided to the Department by 1/31/2011.
d) Right-of-Way to be certified by 1/31/2010.
e) Construction contract to be let by 10/15/2011.
f) Construction to be completed by 7/31/2013.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 425854-1
City of Key West 525 Angela Street Key West, Florida 33041-1409	

PROJECT DESCRIPTION

Name: Safe Routes to School – Poinciana Elementary School Length: _____

Termini: Duck Avenue From 17th Street to Glynn Archer Drive; 12th Street from Staples Avenue to Seidenberg Avenue

TYPE OF WORK By Fiscal Year		FUNDING (1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning	2009-2010			
	2010-2011			
	2011-2012			
	Total Planning Cost			
Project Development & Environment (PD&E)				
	2009-2010			
	2010-2011			
	2011-2012			
	Total PD&E Cost			
Design	2009-2010			
	2010-2011	$ 65,659		$ 65,659
	2011-2012			
	Total Design Cost	$ 65,659		$ 65,659
Right-of-Way	2006-2007			
	2007-2008			
	2008-2009			
	Total Right-of-Way Cost			
Construction	2009-2010			
	2010-2011			
	2011-2012	$ 306,408		$ 306,408
	2012-2013			
	Total Construction Cost	$ 306,408		$ 306,408
Construction Engineering and Inspection (CEI)				
	2009-2010			
	2010-2011			
	2011-2012	$ 65,659		$ 65,659
	Total CEI Cost	$ 65,659		$ 65,659
	Total Construction and CEI Costs	$ 372,067		$ 372,067
	TOTAL COST OF THE PROJECT	$ 437,726		$ 437,726

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

ATTACHMENT O: LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
FDOT 2010 Standard Specifications (January 2012 Workbook – Special Provisions SP0072800)
(REV 6-13-11) (FA 6-16-11) (8-11)

SECTION 7 (Pages 56 – 80) is expanded by the following new Article:

7-28 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

ATTACHMENT P: EEO COMPLIANCE AUDIT CHECKLIST

EEO Compliance Audit Checklist

Local Agency Program (LAP) Construction Administration Compliance Audit Form

FDOT P.M:		ARRA Number:			Municipality Contact:
FDOT Contract Number:	FM Number:	Audit Number:	Date:	Auditor:	
Contractor Name:	Letting Date:	Award Date:	NTP Date:	Start Date:	
Project Name/Location:	Preconstruction Date:	Contract Days:	Contract Amount:		
NHS/SHS: ☐ Non-NHS/SHS: ☐	Non-NHS/Non-SHS ☐	Non-Federal Aid Highway/Non-SHS: ☐	**AGENCY NAME:**		

No.	Reference	Topic	Requirements	In Compliance	Non Compliance	Comments
1	American Recovery and Reinvestment Act of 2009	ARRA Reporting	The Local Agency is required to enter data monthly by the 10th of each month all respective information received from the concractor.	☐	☐	
2	29CFR	Commercially Useful Function **FDOT(Form No. 275-021-18)**	A DBE firm performs a commercially useful function when it is responsible for execution of a distinct element of the work with its own workforce and it carries out its responsibilities by actually performing, managing and supervising the work involved. The local agency is responsible for utilizing the Commercially Useful Function form on each DBE contractor for the first three months of their activity and as needed thereafter.	☐	☐	
3	49 CFR 26	Disadvantaged Business Enterprise (DBE)	The Local Agency shall comply with FDOT's DBE Program Plan unless the Local Agency has a DBE Program Plan approved by the USDOT. FDOT currently has a race neutral program with an 8.18 goal. Establish a DBE Availability goal and include in bid document. Include DBE special provisions in bid document.Use DBE certified under the FL Unified Certification Program Directory: http://www.bpincwebapps.com/biznetflorida/	☐	☐	
4	Lap Manual Chapter 14 Section 14.3 FDOT (Form No. 275-030-12)	Anticipated DBE Participation Statement **FDOT (Form No. 275-030-12)**	The Contractor must complete and submit to the Local Agency at the Pre-Construction Meeting ,then the Local Agency is required to submit to the LAP Administrator/FDOT LAP Project Manager.	☐	☐	

No.	Reference	Topic	Requirements	In Compliance	Non Compliance	Comments
5		Identification of Subcontractors **FDOT(Form 700-010-36)**	Local Agency should be aware of all subcontractors performing work on the project jobsite. Does agency have a documentation or tracking mechanism to identify and/or approve subcontractors?	☐	☐	
6	Lap Manual Chapter 14 Section 14.4	Equal Opportunity Reporting (EOR) System (BIZWEB)	Each month the Local Agency must report actual payments made to all DBE contractors and suppliers. Payments to all non- DBE subs can either be reported either monthly or at the end of the project.	☐	☐	
7	Lap Manual Chapter 14 Section 14.5	DBE Certification	The DBE firm(s) named by the contractor in the "Anticipated DBE Participation Statement" and the EOR System must be certified as a DBE Firm in order to be counted as a DBE	☐	☐	
8	Lap Manual Chapter 14 Section 14.6	Bid Opportunity List **FDOT(Form No. 275-030-10)**	The Contractor must submit it at the Pre-Construction Meeting to the Local Agency and the Agency needs to keep it in the files for their records.	☐	☐	
9	Lap Manual Chapter 15 Section 15.1.3	FHWA 1273	The Local Agency must include the "Required Contract Provisions for Federal-Aid Construction Contracts" (FHWA 1273) in all contracts and subcontracts in its entirety.	☐	☐	
10	FHWA 1273 (Genral Section- Item 2)	Subcontracting inclusion of FHWA 1273	All contracts between the prime contractor and it's sucontractors,rental agreements and purchase orders shall identify, include and require adherence to FHWA 1273. Local Agency must have a process to verify these requirmencs are being met. A reasonible verification process should be to verify at least 10% of the subcontracrs to ensure prime contractor is in compliance.	☐	☐	
11	Lap Manual Chapter 15 Section 15.1.3	Executive Order 11246	Executive Order 11246 must be referenced in all construction contracts. It Bans discrimination and requires contractors and subcontractors to take affirmative action to ensure that all individuals have an equal opportunity for employment, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran.	☐	☐	

No.	Reference	Topic	Requirements	In Compliance	Non Compliance	Comments
12	LAP Manual Chapter 16	Title VI (Non-Discrimination)	Comply with Federal Statutes, USDOT, FHWA Regulations. Verify the Title VI statement is in all solicitations for bids work or material. Reference to Title VI should be in the contract as outlined in Page 3-7 of the LAP Quick Reference Guide	☐	☐	
13	23 CFR 635.117	Local Hiring Preference	The Local Agency needs to certify it does not have local hiring preferences.	☐	☐	
14	FHWA-1273 Section II	Notification to FDOT of EEO Officer **FDOT(Form No. 275-021-13)**	Initial appointment before 1st work day. Must be resubmitted with appointment of new officer.	☐	☐	
15	FHWA-1273 LAP Reference Guide	Inspection Report for Job Site Bulletin Board **FDOT(Form No. 275-021-10)**	Periodic inspections of the job site bulletin board are performed by the agency during the term of the project. The **ARRA Whistleblowers** Poster is a requirement.	☐	☐	
16	LAP Reference Guide	Contractor's Annual July Report **FDOT(Form No. 275-021-08)**	The contractor's report is based on their "Final July Pay Period" which is the last active pay week which falls fully within July. The report is due on or before August 20. Contractors report project workforce data by job category, race and sex as requested by FDOT or FHWA.	☐	☐	
17	23 USC 113 23 CFR 633A 29 CFR FHWA-1273	Prevailing Minimum Wage	Include the appropriate Davis-Bacon wage table(s) in the contract. Is the Local Agency utilizing the correct wage rate table in reference to the change made for projects let after October 19,2009 including any required modifications?	☐	☐	
18	29 CFR 542 FHWA 1273	The Employee Interview Report - Labor/EEO Compliance **FDOT(Form No. 700-010-63)**	Performed on a monthly basis. Number of interviews will be determined by the contract dollar amount.	☐	☐	
19	29 CFR FHWA-1273 Section V	Certified Payroll Form **FDOT(Form No. 700-010-69)**	Payrolls are due for every week in which any contract work is performed. The certified payroll includes the Statement of Compliance and the payroll records. Employees are required to be paid at no less frequency than weekly.	☐	☐	

No.	Reference	Topic	Requirements	In Compliance	Non Compliance	Comments
20	29 CFR	Payroll Violation **FDOT(Form No. 700-010-59)**	It is issued if the certified payroll does not comply with the minimum wage requirements, that the submitted wage/payroll is incomplete and erroneous, or unauthorized deductions were made.	☐	☐	
21	29 CFR 5.5 (a)(3)(i)	Contract Addendum regarding changes to required payroll submittal with Employee information	The Local Agency shall comply with changes to the Davis Bacon Final Rule effective for all Fed Funded contracts Let after 1/18/09. If not included in original contract, agency shall add a Change Order or Contract Amendment to contract informing contractor that "The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5 (a) (3) (i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individual identifying number for each employee (e.g.' last four digits of social)"	☐	☐	
22	FHWA-1273 Section IV	On The Job Training Schedule **FDOT(Form No. 275-020-96)**	Details the number of trainees to be trained in each training classification, the portion of the contract time during which training of each trainee is to take place, and the beginning and ending dates of training.	☐	☐	
23	FHWA-1273 Section IV	On The Job Training Interview **FDOT(Form No. 275-021-02)**	Records information regarding an enrollee's previous work experience and training. Additionally, the proficiencies established for the trainee's proposed classification on the project are reviewed with the enrollee and utilized in determining existing abilities for the proposed classification.	☐	☐	
24	FHWA-1273 Section IV	Trainee Enrollment and Notice of Personnel Action **FDOT(Form No. 275-020-08)**	The Contractor shall provide on-the-job training aimed at developing full journeymen/women in the type(s) of trade or job classification(s) involved in the work. Contractors are encouraged to utilize the On-the-Job Training Program to achieve diversity.	☐	☐	

No.	Reference	Topic	Requirements	In Compliance	Non Compliance	Comments
25	FHWA-1273 Section IV	Proficiency Record for On The Job Training **FDOT(Form No. 275-021-01)**	OJT program requires accumulation of sufficient hours according to a pre-defined training curriculum and the successful exhibition by the trainee of pre-defined proficiencies specific to the classification and project on which the trainee is enrolled.	☐	☐	
26	FHWA-1273 Section IV	Daily/Weekly Report for On The Job Trainees	Records the hours worked each day and gives the contractor a total for the week.	☐	☐	
27	FHWA-1273 Section IV	OJT Monthly Time Report **FDOT(Form No. 275-021-12)**	The Monthly Time Report identifies the training curriculum for the classification and the minimum and maximum hours for each topic.	☐	☐	
28	FHWA-1273 Section IV	OJT Certificate of Training	The Contractor shall provide on-the-job training aimed at developing full journeymen/women in the type(s) of trade or job classification(s) involved in the work. Contractors are encouraged to utilize the On-the-Job Training Program to achieve diversity.	☐	☐	
29	* Required Process	Non-Compliance Notification Process	Local Agency must establish documented process to notify contractor and all concerned of the missing, incomplete and incorrect items required to be submitted and/or corrected to be found in compliance.	☐	☐	
30	Contract Special Provisions Section7-1.1 Section 7-28-09	Certification Compliance with EEO/Provisions on Federal Aid contracts (Form No. 700-011-13)	Local Agency needs to establish process to verify monthly EEO Certification – suggested items include the EEO Policy Plan, EEO Supervisory Meeting Record, EEO Project Personnel Meeting Record, Project EEO Report, Concractor EEO Report and the Certification of Non-Segregated Facilities.	☐	☐	

Auditor's Signature

Comments

Construction Administration Compliance Audit Checklist

Local Agency Program (LAP) Construction Administration Compliance Audit Form

FDOT P.M:		ARRA Number:	Municipality Contact:	
FDOT Contract Number:	FM Number:	Audit Number:	Date:	Auditor:
Contractor Name:	Lettting Date:	Award Date:	NTP Date:	Start Date:
Project Name/Location:	Preconstruction Date:	Contract Days:		Contract Amount:
		AGENCY NAME:		

Item	Reference	NHS/SHS:	Non-NHS/SHS:	Non-NHS/Non-SHS:	Non- Federal Aid Hwy/Non-SHS:	Topic	Activity	YES	NO	N/A	Comments
		NOTE: A listing of "NO" as identified below under any of these columns simply means that Agency can deviate from CFR requirements for that particular Topic and can implement their own policies and procedures. It does not mean that topic should not be addressed in the contract.									
1	23 CFR 630B	Yes	Yes	No	No	Standard Specifications and Plans	Did Local Agency use current FDOT specifications when the construction project is on the SHS?				
2	LAP Manual Chapter 22.8 23CFR 635.104 & 23 CFR 114 (a)	Yes	Yes	Yes	Yes	Recommendation to FDOT	Did Agency recommend to FDOT that the construction contract be awarded to the lowest responsible bidder?				
3	23 CFR 635.110	Yes	Yes	No	No	Bonding and Prequalification	Did the Local Agency certify that Florida DOT Prequalified Contractors will be used to perform LAP projects when on the NHS or SHS. However, when the project is on the NHS or SHS, and the contract is under $250,000 then a prequalified contractor is not required. Per FDOT Standard Specifications 2-1 Prequalification of Bidders.				
4	23 CFR 635.410	Yes	Yes	Yes	Yes	Buy America	Is FDOT's Supplemental Specification 6-12.2 included in contract. (All Provisions Apply) or in Agencies contract language?				
5	49 CFR 18 23 CFR 18.42 FHWA 1273 Item V.2	Yes	Yes	Yes	Yes	Records Retention	Do project records provide adequate assurance that the quantities of completed work are determined accurately and uniformly, and be maintained for a minimum of 5 years following contract completion and acceptance?				
6	23 CFR 635.127	Yes	Yes	No	No	Liquidated Damages	Did Agency develop rates based on 23 CFR 635.127 and include contract provisions?				
7	23 CFR 635.125	Yes	Yes	No	No	Termination of Contract	Did Agency develop contract language for termination for cause, convenience, and default and include in bid document?				

Item	Reference	NHS/SHS:	Non-NHS/SHS:	Non-NHS/Non-SHS:	Non- Federal Aid Hwy/Non-SHS:	Topic	Activity	YES	NO	N/A	Comments
8	23 CFR 635.116	Yes	Yes	No	No	Subcontracting	Did Agency develop contract language outlining subcontracting requirements?				
9	23 CFR 635.121	Yes	No	No	No	Contract Time/Time Extensions	Did Agency include reasons time extensions are allowed in Specifications? May use section 9-7.3.2 of FDOT Standard Specifications.				
10	LAP Manual Chapter 10.19	Yes	Yes	No	No	Project Time/ Extensions	Is there a time extension request from the contractor? If so, is it reviewed and/or approved.				
11	LAP Manual Chapter 10.19	Yes	Yes	No	No	Project Time/ Schedule	Did the project time overrun the allowed contract time?				
12	23 CFR 635.124	Yes	Yes	No	No	Claims	Did Agency develop procedures outlining the conditions under which a claim is allowed and include in bid document? May use section 7.5 of FDOT CPAM as a guide in this development.				
13	23 CFR 635.120	Yes	Yes	No	No	Change Orders	Did Agency develop procedures outlining the conditions under which a change order is allowed and included in bid document? May use section 7.3.11 of FDOT CPAM as part of procedure.				
14	LAP Manual Chapter 6.4.4	Yes	Yes	Yes	Yes	Change Orders	Are the change orders properly approved by the designated approving authority?				
15	23 CFR 635.122	Yes	Yes	No	No	Progress Payments	Did Agency develop contract language to ensure that payments are based on work completed this may include stockpiled materials? Section 9-5 of FDOT Standard specificationers may be used for guidance.				
16		Yes	Yes	Yes	Yes	Monthly Invoices	Review all invoices submitted to date & ensure invoice amounts match construction activities to date.				
		Yes	Yes	Yes	Yes	1. Certification Disbursement of Periodic Payment to Subcontractors (Form No. 700-010-06)	Ensure document included in each monthly pay request.				
		Yes	Yes	Yes	Yes	2. Construction Compliance with Specifications and Plans (Form No. 700-010-01)	Ensure document included in each monthly pay request.				

Item	Reference	NHS/SHS: ☐	Non-NHS/SHS: ☐	Non-NHS/Non-SHS: ☐	Non- Federal Aid Hwy/Non-SHS: ☐	Topic	Activity	YES	NO	N/A	Comments
17	FDOT's Standard Specifications for Road & Bridge Construction Section 334. Hot Mix Asphalt for Local Agencies.	**NOTE: If Project is on NHS or SHS project must adhere to current FDOT Standard Specifications for Road and Bridge Construction.**					**ASPHALT** YES ☐ / NO ☐			☐	
	Note: Categories only apply to LAP Specifications. **Category 1:** Bike Paths **Category 2:** New HMA turn lanes, paved shoulders, other non-mainline pavement locations. **Category 3:** New Mainline HMA Pavement Lanes, Milling & Resurfacing.						**CATEGORY** 1 ☐ / 2 ☐ / 3 ☐			☐	
							<500 Tons ☐ / >500 Tons ☐			☐	
	LAP Specification Section 334-6.4.1					If less than 500 Tons were visual inspections documented?		☐	☐	☐	
	LAP Specification Section 334-6.2					Was notarized certification of specification compliance issued for category 1 & 2?		☐	☐	☐	
	LAP Specification Section 334-6.3					Were density tests performed as required for category 2 & 3?		☐	☐	☐	
	LAP Specification Section 334-5.10.3.1.2 (CAT 3) & Section 334-5.10.3.2 (Category 1 & 2)					Were straight edge tests performed as required?		☐	☐	☐	
						Review invoiced amount to ensure they match construction activities. Review asphalt tickets to ensure the following items are included:	1. Date	☐	☐	☐	
							2. Contract No.	☐	☐	☐	
							3. Contractor's Name	☐	☐	☐	
							4. Asphalt Mix Design on file. Do tickets match approved mix design?	☐	☐	☐	
							5. Tons Placed	☐	☐	☐	
							6. Wasted Tons	☐	☐	☐	
							7. Ambient Temperature	☐	☐	☐	
							8. Asphalt Temperature	☐	☐	☐	
							9. Area where asphalt was placed	☐	☐	☐	
							10. Specified Spread Rate or Thickness	☐	☐	☐	
							11. Project Average Spread Rate or thickness	☐	☐	☐	
							12. Is there adequate support of the quantities paid?	☐	☐	☐	

Item	Reference	NHS/SHS: ☐	Non-NHS/SHS: ☐	Non-NHS/Non-SHS: ☐	Non- Federal Aid Hwy/Non-SHS: ☐	Topic	Activity	YES	NO	N/A	Comments
18	FDOT's Standard Specifications for Road & Bridge Construction Section 344 Local Agency Program concrete.	**NOTE: If Project is on NHS or SHS project must adhere to current FDOT Standard Specifications for Road and Bridge Construction.**					**CONCRETE** YES ☐ / NO ☐			☐	
	Note: Categories only apply to LAP Specifications. **Category 1:** Sidewalks, curb, gutter, ditch, slope pavement, Non-reinforced cast in place or precast. **Category 2:** Precast barriers, traffic railings, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles and bases, sign foundations, retaining walls, traffic separators. **Category 3:** Structural Cast in place.						**CATEGORY** 1 ☐ / 2 ☐ / 3 ☐	☐	☐	☐	
							Is Concrete produced from National Ready-Mixed Concrete Association (NRMCA) or FDOT Certified plant as required by LAP Specification Section 344-3.1?	☐	☐	☐	
	LAP Specification Section 433-3.9.2						Is statement of certification from manufacturer on file for category 2 items? This should be required when drainage structures are installed.	☐	☐	☐	
	LAP Specification Section 433-3.9.3						Is record of sampling as required on file for category 3 items?	☐	☐	☐	
						Review invoiced amount to ensure they match construction activities. Review concrete tickets to ensure the following items are included:	1. Date	☐	☐	☐	
							2. Contract Number	☐	☐	☐	
							3. Contractor's Name	☐	☐	☐	
							4. Concrete Mix Design on file. Do tickets match approved mix design?	☐	☐	☐	
							5. As-Built Final plans with dimensions where concrete was placed	☐	☐	☐	
							6. Is there adequate support of the quantities paid?	☐	☐	☐	
19	FDOT's Standard Specifications for Road & Bridge Construction					Review invoiced amount to ensure they match construction activities.	**DRAINAGE ITEMS** YES ☐ / NO ☐				
							1. Actual Length Constructed Properly Documented?	☐	☐	☐	

Item	Reference	NHS/SHS: ☐	Non-NHS/SHS: ☐	Non-NHS/Non-SHS: ☐	Non- Federal Aid Hwy/Non-SHS: ☐	Topic	Activity	YES	NO	N/A	Comments
							2. Are there deleted or Added Structures and are they properly documented?	☐	☐	☐	
							4. Is there adequate support of the quantities paid?	☐	☐	☐	
20	FDOT's Standard Specifications for Road & Bridge Construction Section 120 earthwork and related operations for Local Agencies					Review invoiced amount to ensure they match construction activities.	**EARTHWORK** YES ☐ NO ☐				
							1. Are Density Log Books on file?	☐	☐	☐	
							2. Are Proctors Documented?	☐	☐	☐	
							3. Are Soil Classifications Documented?	☐	☐	☐	
							4. Is there adequate support of the quantities paid?	☐	☐	☐	
21	FDOT's Standard Specifications for Road & Bridge Construction Section 611, 715.						**SIGNALIZATION & LIGHTING ITEMS** YES ☐ NO ☐				
						Review invoiced amount to ensure they match construction activities.	1. Is there a Tabulation of quantities or other documentation source?	☐	☐	☐	
							2. Locate in Contract "As Built" Plans.	☐	☐	☐	
							3. Are all changes shown on plans?	☐	☐	☐	
							4. Have items been inspected and approved by appropriate maintaining agency?	☐	☐	☐	
							5. Have items been transferred appropriately to maintaing agency?	☐	☐	☐	
							6. Is there adequate support of quantities paid?	☐	☐	☐	
22	FDOT's Standard Specifications for Road & Bridge Construction Section 700, 705, 706, 709,710, 711, 713.					Review invoiced amount to ensure they match construction activities.	**STRIPING/PAVEMENT MARKING/SIGNING** YES ☐ NO ☐				
							1. Is there a Tabulation of quantities or other documentation source?	☐	☐	☐	
							2. Is there adequate support of quantities paid?	☐	☐	☐	
	NOTE: Only Required for projects on NHS or SHS.						3. Retro-Reflectivity reading certification (Form No. 700-050-70) on file?	☐	☐	☐	

Item	Reference	NHS/SHS: ☐	Non-NHS/SHS: ☐	Non-NHS/Non-SHS: ☐	Non- Federal Aid Hwy/Non-SHS: ☐	Topic	Activity	YES	NO	N/A	Comments
23	FDOT's Standard Specifications for Road & Bridge Construction Section 580.					Review invoiced amount to ensure they match construction activities.	**LANDSCAPING** YES ☐ NO ☐				
							1. Is there a tabulation of quantities or other documentation source?	☐	☐	☐	
							2. Is there adequate support of quantities paid?	☐	☐	☐	
24	FDOT's Standard Specifications for Road & Bridge Construction Section 536.					Review invoiced amount to ensure they match construction activities.	**GUARDRAIL** YES ☐ NO ☐				
							1. Is there a Tabulation of quantities or other documentation source?	☐	☐	☐	
							2. Is there adequate support of quantities paid?	☐	☐	☐	
25	FDOT's Standard Specifications for Road & Bridge Construction Section 570.					Review invoiced amount to ensure they match construction activities.	**SODDING/MULCHING** YES ☐ NO ☐				
							1. Is there a Tabulation of quantities or other documentation source?	☐	☐	☐	
							2. Is there adequate support of quantities paid?	☐	☐	☐	
26	FDOT's Standard Specifications for Road & Bridge Construction					Review invoiced amount to ensure they match construction activities.	**FINAL MEASURE ITEMS** YES ☐ NO ☐				
							1. Are Contract Plans on file?	☐	☐	☐	
							2. Are Daily Reports on file?	☐	☐	☐	
							4. Review cross Reference all data supports the final quantities	☐	☐	☐	
27							**FINAL "As-Built" PLANS/CERTIFICATIONS** YES ☐ NO ☐				
							1. Are Final "As-Built" Plans updated as project progresses?	☐	☐	☐	
							2. If plan sheet revised, orginal plan sheet shall have "VOID" written on it and new sheet inserted after old sheet in final "As-Built" Plans.	☐	☐	☐	

Item	Reference	NHS/SHS: ☐	Non-NHS/SHS: ☐	Non-NHS/Non-SHS: ☐	Non- Federal Aid Hwy/Non-SHS: ☐	Topic	Activity	YES	NO	N/A	Comments
							3. Record final quantities in Matrices	☐	☐	☐	
		Yes	Yes	Yes	Yes	Final Inspection and Acceptance	4. Is Final Inspection and Acceptance of Federal Aid Project (Form No. 525-010-42) Submitted?	☐	☐	☐	
		Yes	Yes	Yes	Yes	Material Certification.	5. Did Agency Issue project statement certifying materials on Project?	☐	☐	☐	
28	LAP Manual Sample Materials Certification Chapter 23-14	Yes	Yes	No	No	Notification of Final Inspection	6. Notifications of coordination with FDOT Maintenance Unit for Punch List Inspection.	☐	☐	☐	
29	FDOT's Standard Specifications for Road & Bridge Construction Section 4.3 & 5	Yes	Yes	No	No		**On-The-State-Highway System Projects** YES ☐ NO ☐				
		Yes	No	No	No		1. A signed and sealed set of plans needs to be turned in to FDOT District VI – Final Estimates.	☐	☐	☐	
		Yes	No	No	No		2. If there are revisions to plans, they should be signed, sealed and dated by the Professional Engineer.	☐	☐	☐	

Auditor's Name: _____

General Comments:

PART 4

SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01001
GENERAL REQUIREMENTS

PART 1 PROJECT DESCRIPTION

1.1 GENERAL

A. The following additional information, though not all-inclusive, is given to assist contractors in their evaluation of the work required to meet the project objectives.

B. A brief description of the work is stated in the Invitation to Bid. To determine the full scope of the project or, any particular part of the project, coordinate the applicable information in the several parts of these Contract Documents.

1.2 FDOT SPECIFICATIONS

A. Portions of The Florida Department of Transportation Standard Specifications for Road and Bridge Construction and their Roadway and Traffic Design Standards, hereinafter referred to as the FDOT Specifications, are referred to herein and amended, in part, and the same are hereby made a part of this Contract to the extent of such references and shall be as binding upon the Contract as though reproduced herein. Such reference shall mean the current edition, including all supplements. In case of a conflict in the requirements of the FDOT Specifications and the requirements stated herein, the requirements herein shall prevail.

1.3 ENGINEER
The Engineer for this project is Senior Project Manager, General Services Engineering Department, City of Key West, Florida.

PART 2 SEQUENCE OF OPERATIONS

2.1 MOBILIZATION AND DEMOBILIZATION

A. CONTRACTOR shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization will be included in the unit price indicated in the BID.

B. DAILY REPORTS
1) CONTRACTOR shall submit daily reports of construction activities for each site, including non-work days. The report shall include:
(a) Manpower, number of men by craft;
(b) Quality Control;
(c) Equipment on the Project;
(d) Major deliveries;
(e) Activities worked with reference to the CPM schedule of activity numbers;
(f) New problems; and
(g) Other pertinent information.
2) A similar report shall be submitted for/by each Subcontractor.
3) The reports shall be submitted to the ENGINEER each month.

2.2 SCHEDULING

A. Plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work confer with the Engineer and Owner's representative to develop an approved work schedule which will permit the facilities to function normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable conditions. CONTRACTOR shall do this work at such times and at no additional cost to the Owner. Do not make connections between existing work and new work until necessary inspection and tests have been completed on the new work and it is found to conform, in all respects, to the requirements of the Contract Documents.

B. Work on existing structures and facilities shall be performed on a schedule and in a manner that will permit the existing facility to operate continuously.

C. In order to meet the overall objectives of the project, certain elements of work may have to be completed or substantially completed in a given sequence that will be identified by the Engineer.

D. No work shall be started until CONTRACTOR has sufficient manpower, equipment, and material to complete the project. No work shall commence without express consent of the Engineer.

2.3 COORDINATION

A. Contractors shall cooperate in the coordination of their separate activities, in a manner that will provide the least interference with the Owner's operations, other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.

B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Engineer.

2.4 WORK TO BE PERFORMED BY OTHERS

A. During the construction period for this project, the Owner (either with his own forces or under a separate contract) may be performing work that may require the cooperation of Contractors in scheduling and coordination, to avoid conflicts.

B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Engineer.

C. All contractors working on the site are subject to this requirement for cooperation and all shall abide by the Engineer's decision in resolving project coordination problems without additional cost to the Owner.

2.5 SHUTDOWN OF EXISTING OPERATIONS OR UTILITIES

A. Continuous operation of the Owner's existing sewer system is of critical importance. CONTRACTOR's operation shall not result in the interruption of sewage, water, or solid waste service to any customers.

B. Connections to existing services or utilities or other work that requires the temporary shutdown of any existing operations or utilities shall be planned in detail with appropriate scheduling of the work and coordinated with the Owner or Engineer. Advance notice shall be given in order that the Owner or Engineer may witness the shutdown, tie-in, and startup. The temporary shutdown must be approved by the Owner.

C. All materials and equipment (including emergency equipment) necessary to expedite the tie-in shall be on hand, prior to the shutdown of existing services or utilities.

2.6 OPERATION OF EXISTING SYSTEM PROHIBITED

CONTRACTOR shall at no time undertake to close off any lines or open valves or take any other action that would affect the operation of the existing system, except as specifically required by the Drawings and Specifications and after approval is granted by the Owner. CONTRACTOR shall request approval, five working days in advance of the time that interruption of the existing system is required.

PART 3 SITE CONDITIONS

3.1 SITE INVESTIGATION AND REPRESENTATION

A. CONTRACTOR acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather or similar physical conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this Contract.

B. CONTRACTOR further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the Owner or included in these Documents. Failure by CONTRACTOR to become acquainted with the physical conditions of the site and all available information will not relieve CONTRACTOR from responsibility for properly estimating the difficulty or cost of successfully performing the work.

C. CONTRACTOR warrants that as a result of examination and investigation of all the aforesaid data, he shall perform the Work in a good and workmanlike manner and to the satisfaction of the Owner.

D. The Owner assumes no responsibility for any representations made by any of it officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

3.2 INFORMATION ON SITE CONDITIONS

General: Any information obtained by the Engineer regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable and similar data will be available for inspection at the office of the Engineer upon request. Such information is offered as supplementary information only. Neither the Engineer nor the Owner assumes any responsibility for the completeness or interpretation of such supplementary information.

3.3 SUBSURFACE INVESTIGATION

A. No test holes or borings have been made by the Owner; however, any information the Owner may have concerning subsurface conditions will be made available to CONTRACTOR upon request.

B. CONTRACTOR shall examine the site and may make arrangements with the Owner to conduct his own subsurface investigation.

3.4 DIFFERING SUBSURFACE CONDITIONS

A. Engineer shall investigate such conditions promptly and following this investigation, the CONTRACTOR shall proceed with the work, unless otherwise instructed by the Engineer. If the Engineer finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performing the work, the Engineer will recommend to the Owner the amount of adjustment in cost and time he considers reasonable. The Owner will make the final decision on all Change Orders to the Contract regarding any adjustment in cost or time for completion.

B. CONTRACTOR shall note that the existing utilities are NOT shown on the plans.

C. CONTRACTOR shall repair all utilities damaged during construction operations, at no cost to the Owner or City of Key West.

D. CONTRACTOR shall pay permit fees required to relocate, replace or repair utilities.

3.5 UTILITIES

CONTRACTOR shall be responsible for determining, at his cost, the locations and elevations of all utilities in each project area and shall be responsible for contacting each utility for location and notification prior to commencing work.

3.6 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

A. Where CONTRACTOR's operations could cause damage or inconvenience to telephone, television, power, water, or sewer systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by CONTRACTOR.

B. Notify all utility offices which are affected by the construction operation at least 48 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.

C. CONTRACTOR shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.

D. Neither the Owner nor its officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR's failure to protect utilities encountered in the work.

E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.

F. In the event CONTRACTOR encounters water service lines that interfere with the trenching he may, by obtaining prior approval of the property owner, Florida Keys Aqueduct Authority or Fire Department, as applicable, and the Engineer, cut the service, dig through, and restore the service with similar and equal materials at the CONTRACTOR's expense.

G. CONTRACTOR shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract documents or ordered by the Engineer.

3.7 INTERFERING STRUCTURES

A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.

B. Protect underground and above ground existing structures from damage, whether or not they lie within the limits of the easements obtained by the Owner. Where such existing fences, gates, sheds, buildings, or any other structure must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the CONTRACTOR's own expense. Notify the Engineer of any damaged underground structure and make repairs or replacements before backfilling.

C. Without additional compensation CONTRACTOR may remove and replace in a condition as good as or better than original such small miscellaneous structures as fences, mailboxes, and signposts that interfere with CONTRACTOR's operations.

3.8 FIELD RELOCATION

During the progress of construction it is expected that minor relocations of the work will be necessary. Such relocations shall be made only by direction of the Engineer. If existing structures are encountered which prevent the construction and which are not properly shown on the Drawings, notify the Engineer before continuing with the construction in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If CONTRACTOR fails to so notify the Engineer when an existing structure is encountered and shall proceed with the construction despite this interference he shall do so at his own risk.

3.9 LAND MONUMENTS:

CONTRACTOR shall notify the Engineer prior to disturbing any existing federal, state, county, city, and private land monuments. CONTRACTOR shall hire a licensed land surveyor to research and reference all private and government land monuments prior to construction. Private and government land monuments shall be preserved or replaced by a licensed surveyor at the

CONTRACTOR's expense. When government monuments are encountered, CONTRACTOR shall notify the Engineer at least two weeks in advance of the proposed construction, in order that the Engineer will have ample opportunity to notify the proper authority to reference these monuments for later replacement.

PART 4 TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES

4.1 TEMPORARY WATER

CONTRACTOR shall make his own arrangements to obtain suitable water and shall pay all costs.

4.2 TEMPORARY ELECTRIC POWER

CONTRACTOR shall make arrangements to obtain and pay for electrical power used until final acceptance by the Owner.

4.3 SAFETY REQUIREMENTS FOR TEMPORARY ELECTRIC POWER

Temporary electric power installation shall meet the construction safety requirements of OSHA, state and other governing agencies.

4.4 SANITARY FACILITIES

CONTRACTOR shall provide and maintain sanitary facilities for his employees and his subcontractors' employees that will comply with the regulations of local and state departments of health, and as directed by the Owner.

4.5 STORAGE OF MATERIALS

A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary, materials shall be placed on wooden platforms or other hard, clean surfaces, not on the ground. Storage of materials on the right-of-way site shall be approved by the Engineer, at the location designated by the Engineer.

B. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

C. Stored materials in the right-of-way shall be fully barricaded, Type I, II or III, equipped with warning lights. Materials shall not be stored where access to any structure, plot, or road is blocked.

D. Delicate instruments and materials subject to vandalism shall be placed under locked cover and, if necessary, provided with temperature control as recommended by the manufacturer.

PART 5 SAFETY AND CONVENIENCE

5.1 CONSTRUCTION SAFETY PROGRAM

A. CONTRACTOR shall develop and maintain for the duration of this Contract a safety program that will effectively incorporate and implement all required safety provisions. CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

B. Engineer's duty to conduct construction review of the CONTRACTOR's performance is not intended to include a review or approval of the adequacy of the CONTRACTOR's safety supervisor, the safety program or any safety measures taken in, on, or near the construction site.

C. CONTRACTOR shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities, or unramped grade changes in pedestrian sidewalk or roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.

D. The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.

E. During construction, CONTRACTOR shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable at all openings, obstructions, or other hazards in streets, sidewalks, floor, roofs, and walkways. All barriers shall have adequate warning lights, as necessary or required for safety. Type I, II or III barriers shall have a lower horizontal continuous frame member at 17 inches maximum above grade.

5.2 SAFETY EQUIPMENT

CONTRACTOR shall do all work necessary to protect the general public from hazards, including but not limited to, surface irregularities or un-ramped grade changes in pedestrian sidewalk or walkway and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be, in the opinion of the Engineer, clean and serviceable.

During construction, CONTRACTOR shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety. All lights shall be regularly maintained and in a fully operational state, at all times.

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No excavations shall remain open at the end of a work day.

Temporary pedestrian access routes shall be provided through or around construction sites. Temporary pedestrian access routes shall include, but not be limited to, sufficiently wide walkways, channelizing devices, continuous railings, temporary ramps, stable, slip-resistant surfaces, and transitions between two surfaces. All pedestrian access routes, including temporary pedestrian access routes, shall be compliant with the American with Disabilities Act standards and guidelines.

Temporary access routes shall protect the pedestrian from vehicular traffic and the work zone area. CONTRACTOR is encouraged to install warning lights and temporary illumination lighting along temporary pedestrian access routes. Proper information signage shall be erected to alert pedestrians of upcoming sidewalk detour, and shall accommodate people with disabilities, including but not limited to, large contrasting lettering and Braille.

Temporary traffic control zone devices, such as barricades, drums, channelizing devices, and signage, shall be provided and installed in accordance with the Manual on Uniform Traffic Control Devices and FDOT Standard Specifications for Road and Bridge Construction. Maintenance of Traffic Plans shall be in accordance with FDOT Design Standards for Design, Construction, Maintenance and Utility Operations of the State Highway System.

5.3 ACCIDENT REPORTS

A. CONTRACTOR must promptly report in writing to the Engineer all accidents whatsoever arising out of or in connection with the performance of the work whether on or adjacent to the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer. Record keeping and incident reporting shall be in accordance with Occupational Safety and Health Administration regulations (29 CFR, Parts 1904 and 1910).

B. If a claim is made by anyone against the CONTRACTOR or any subcontractor on account of any accident, CONTRACTOR shall promptly report the facts in writing to the Engineer, giving full details of the claim.

5.4 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

Authorized representatives of the state, federal, or local governmental agencies shall at all times have access to the site. CONTRACTOR shall facilitate agency access to construction sites and allow authorized personnel to observe and make inspection of the work.

5.5 TRAFFIC MAINTENANCE AND SAFETY

A. Provide traffic maintenance plans where required by federal, state, county, or local agencies having jurisdiction.

B. Comply with all rules and regulations of the state, county, and city authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the Owner. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project and the protection of person and property are of prime importance and shall be provided for in an adequate and satisfactory manner. Maintenance of Traffic shall be considered incidental to work performed.

C. Maintenance of Traffic shall be maintained at all construction sites, until the work is either completed or any open trenches have been properly covered and all equipment is properly stored. CONTRACTOR shall maintain MOT signs in good repairs and required MOT lights should be operative at all times. The city inspector shall stop work if MOT is not properly maintained, and there shall not be additional cost to the city for this downtime.

D. Where traffic will pass over trenches after backfill and before paving, trench restoration shall be maintained, including compaction and grade elevations, in a condition that will allow normal vehicular traffic to pass over. Temporary access driveways must be provided for access to properties and businesses. Cleanup operations shall follow immediately behind backfilling. The worksite shall be kept in an orderly and clean condition.

E. When certified flaggers and guards are required by regulation, permits, or deemed necessary for safety, flaggers shall be furnished with approved orange wearing apparel and other regulation traffic-control devices. Flaggers shall be certified by State approved agency.

5.6 TRAFFIC CONTROL

A. Traffic control on all City, County and State highway rights-of-way shall be in accordance with FDOT Design Standards for Design, Construction, Maintenance and Utility Operations of the State Highway System and Manual for Uniform Traffic Control and Safe Practices.

B. CONTRACTOR shall provide engineered drawings of proposed maintenance of traffic to the Engineer for approval, prior to construction operations.

5.7 PROTECTION OF PROPERTY

A. Protect stored materials located adjacent to the proposed work. Notify property owners affected by the construction at least 48 hours in advance of the time construction begins. During construction operations construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be prevented access to his residence or place of business.

B. CONTRACTOR shall identify and isolate his work zone, in such a manner to protect and exclude pedestrians and vehicular traffic.

5.8 FIRE PREVENTION AND PROTECTION

CONTRACTOR shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. CONTRACTOR shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

5.9 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

A. Notify the City Engineer and City Liaison a minimum of 48 hours before closing any street or portion thereof not already approved at the pre-construction meeting. No closing shall be made without the Owner's approval. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from City Engineer. Conduct operations with the least interference to fire equipment access, and at no time prevent such access.

B. CONTRACTOR shall leave a night emergency telephone number or numbers with the police department, the Engineer, and the Owner, so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.

C. Maintain postal service facilities in accordance with the requirements of the U.S. Postal Service. Move mailboxes to temporary locations designated by the U.S. Postal Service, and at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U.S. Postal Service.

PART 6 PRESERVATION, RESTORATION, AND CLEANUP

6.1 SITE RESTORATION AND CLEANUP

A. At all times during the work keep the premises clean and orderly. Upon completion of the day's work repair all damage caused by equipment and leave the project clean and free of rubbish or excess materials of any kind.

B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas and leave these surfaces in a condition equivalent to their original condition.

C. All drainage ditches and culverts shall be reopened and graded and natural drainage restored. Restore culverts broken or damaged to their original condition and location.

D. Upon completion of pipe laying and backfilling operations hand-rake and drag all former grassed and planted areas, leaving all disturbed areas free from rocks, gravel, clay, or any other foreign material. The finished surface shall conform to the original surface, and shall be free-draining and free from holes, ruts, rough spots, or other surface features detrimental to a sodded, grass area. Sodded areas shall be re-sodded. Damaged landscaping shall be re-planted with equal material or mitigated, as required.

6.2 FINISHING OF SITE, BORROW, AND STORAGE AREAS

Upon completion of the project, all areas used by the CONTRACTOR shall be properly cleared of all temporary structures, rubbish, and waste materials, and properly graded to drain and blend in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain.

6.3 STREET CLEANUP DURING CONSTRUCTION

Thoroughly clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads, grass, pathways, or concrete walkways and from adjacent areas at the conclusion of each day's operation. Wet concrete is not to be stored, dumped, or placed on the ground or other structures on any city property, at any time. Truck or equipment wash down is not to be performed on city property or allowed to flow into storm drains. Sidewalks, unless under construction, shall be kept clear of material and available for pedestrian use at all times.

6.4 DUST PREVENTION

Give all unpaved or disturbed streets, roads, detours or haul roads used in the construction areas an approved dust-preventive treatment or periodically water to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced.

PART 7 SUBMITTALS DURING CONSTRUCTION

7.1 GENERAL

A. Requirements in this section are in addition to any specific requirements for submittals specified in other sections of these Contract Documents. CONTRACTOR is required to provide a submittal log at the pre-construction conference.

B. Submittals to the Engineer shall be addressed to:

Attn: Doug Bradshaw, Engineering
City of Key West
P.O. Box 1409
Key West, Florida 33041-1409.

C. Submitted data shall be fully sufficient in detail for determination of compliance with the Contract Documents.

D. Review, acceptance, or approval of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by the CONTRACTOR shall not add to the Contract amount. All additional costs which may result there from shall be solely the obligation of the CONTRACTOR.

E. It shall not be the responsibility of the Owner to provide engineering or other services to protect the CONTRACTOR from additional costs accruing from such approvals.

F. No equipment or material for which listings, drawings, or descriptive material is required shall be installed until the Engineer has on hand copies of such approved lists and the appropriately stamped final shop drawings.

G. The review of drawings by the Engineer will be limited to general design requirements only and shall in no way relieve CONTRACTOR from responsibility for errors or omissions contained therein. Materials shall meet FDOT Standard Specifications for Road and Bridge Construction (2010).

H. Submittals will be acted upon by the Engineer, as promptly as possible, and returned to the CONTRACTOR, not later than 20 working days.

I. Sample of requirements to be included in submittals is:

1. MSDS data forms.
2. Manufacturer's specifications, including materials description and paint system.
3. Suggested spare parts list with current price information.
4. List of special tools required for checking, testing, parts replacement, and maintenance. (Special tools are those which have been especially not customarily and routinely carried by maintenance mechanics.)
5. Samples of finish colors for selection.
6. Special handling instructions.
7. Requirements for storage and protection prior to installation.
8. Requirements for routine maintenance. Three (3) copies of all Maintenance Manuals needed to allow the Owner to operate and/or maintain the installed device.

9. Copy of the manufacturer's warranty on all equipment and material installed, providing for the warranty period to commence on the date of final acceptance by the Owner.
10. All products installed in the project.

J. Submittals shall identify items, units and assemblies in relation to the specification section number and the system or equipment identification or tag number shown on the drawings, or as provided in the application specification section.

K. Should CONTRACTOR propose any item on the shop drawings or incorporate an item into the work that subsequently proves to be defective or otherwise unsatisfactory, regardless of the Engineer's preliminary review, CONTRACTOR shall, at his own expense, replace the item with another item that will perform satisfactorily.

7.2 FINAL SHOP DRAWINGS TO BE SUBMITTED TO OWNER

Complete sets of reproducible final shop drawings shall be submitted to the Owner before delivery of equipment to the site.

7.3 RECORD DRAWINGS

CONTRACTOR shall submit AutoCAD as-built drawings, certified by a Licensed Surveyor, on CD, pdf file and signed and sealed paper copy for this project. Drawings shall be submitted before final completion and payment for the project.

PART 8 PROJECT SIGN

8.1 GENERAL

A. One Project Sign will be required to be constructed, installed, and maintained by the CONTRACTOR. Sign shall be constructed on 4’x4’x3/4” exterior plywood and readable at eye level. The colors to be used are white for the background and black for the lettering. All paint shall be rated outdoor enamel. 14” diameter City Seal will be supplied by Engineering Services. Sign shall be located at the construction site during work. Cost for the sign shall be covered in the Bid Schedule mobilization item.

B. Job Site Bulletin Board: CONTRACTOR shall install and maintain, within the limits of the project, a job site bulletin board for the project duration. CONTRACTOR is required to post five (5) standard posters plus three (3) project specific posters, there (3) U.S. Department of Labor posters, and one American Recovery and Reinvestment Act Whistleblower Poster. The job site bulletin board and posters shall be in accordance with the Florida Department of Transportation EEO Construction Contract Compliance Work Book.

C. CONTRACTOR shall coordinate with the City of Key West to determine the location for the Job Site Bulletin Board.

PART 9 PAYMENT

9.1 GENERAL

A. Payment for the work, including all labor, materials and equipment, in this section will be included as part of the Contract Unit Bid Prices amount stated in the BID. No separate payment shall be paid.

B. Maintenance of Traffic (M.O.T.) shall be considered incidental to the work performed and paid under Mobilization.

C. As-built drawings shall be incidental to the contract price.

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SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included: Furnishing all materials, equipment and labor for the construction and/ or replacement of sidewalks, curbs, gutters, crosswalks, miscellaneous concrete work, asphalt work, landscaping, site clean up, and all necessary appurtenances and incidental work to provide a complete and serviceable project identified as:

CITY OF KEY WEST, FLORIDA
SAFE ROUTES TO SCHOOL (SRTS)
POINCIANA ELEMENTARY SCHOOL
SIDEWALK INSTALLATION

CONTRACTOR shall submit a proposed schedule and the completion date for the proposed work with the bid Proposal.

B. Related requirements in other parts of the Contract Documents: General Conditions of the Contract for Construction.

C. CONTRACTOR's Duties:

1. In addition to provisions stipulated in other portions of the Contract Documents, CONTRACTOR shall:
   a. Secure permits as necessary for proper execution and completion of the work.
   b. Give required notices.

2. CONTRACTOR shall be totally responsible for all permits required and shall ensure that construction complies with all applicable local, state, and federal codes.

3. Provide an experienced, qualified, and competent Superintendent to oversee the Work. Prior to starting construction, the proposed Superintendent's qualifications shall be submitted in writing to the City, for approval. The approved Superintendent shall be expected to remain for the duration of the Project, unless the City or Engineer deem him inadequate and requests his removal or CONTRACTOR cannot continue his services to the project for a reason or reasons that shall be communicated to the City. A replacement Superintendent shall be required to follow the same approval process as required for the original. The Superintendent shall provide to the City reports for each day of construction. The reports shall be in English, legible and signed, and include installation quantities and copies of material tickets.

4. It shall be the CONTRACTOR's responsibility to request approval for entrance to the site for work on Saturdays, Sundays, holiday, and weekday

hours other than 7:00 am until 7:00 pm. Work shall not begin prior to 8:00 a.m.

5. CONTRACTOR shall provide two copies material safety data sheets (MSDS) for chemicals, paints, coatings and materials used on-site prior to initiation of work.

6. CONTRACTOR shall submit a site Safety and Health Plan as per OSHA 1910.120 prior to initiation of work.

1.02 CONTRACTOR'S USE OF PREMISES

A. Work shall be scheduled as to not interfere with on-going area activities.

B. Coordinate use of premises and requirements for security under direction of City.

C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.

D. Obtain and pay for the use of additional storage or work areas needed for operation.

E. CONTRACTOR shall provide drinking water for construction personnel.

F. CONTRACTOR shall provide waste solutions for construction personnel.

1.03 MAINTENANCE OF EXISTING UTILITIES OPERATION

A. Provide at least three weeks notice prior to interruption of utility services for temporary or permanent connections.

B. Keep interruption of utility services, and utility outages during disconnection, moving, and reconnection to a minimum.

C. CONTRACTOR shall notify Keys Energy Services (KES) that work will be occurring adjacent to utility infrastructure, and request KES to protect their utility infrastructure, i.e., support power poles adjacent to excavations. Notification shall be made in writing, at least two weeks in advance of excavation operations. No additional payment will be paid for this coordination.

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SECTION 01014
ENVIRONMENTAL PROTECTION

PART 1 GENERAL

Contractor shall maintain all work areas within and outside the project boundaries free from environmental pollution that would be in violation to any federal, state, or local regulations.

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Divison-1 Specification Sections, apply to this Section.

1.02 DESCRIPTION OF WORK

A. General Contractor shall be responsible for conducting all work in such a manner that any and all environmental impacts or damages not specifically authorized by the contract and its controlling State and Federal permits are avoided. Should accidental or incidental damages occur, CONTRACTOR shall be responsible for all corrective measures at CONTRACTOR'S expense. CONTRACTOR shall save and hold harmless the CITY from all such violations. CONTRACTOR shall adhere to the following sections at a minimum in order to avoid such environmental damages. CONTRACTOR shall be responsible for all actions and compliance of any Subcontractors to CONTRACTOR.

B. Permits. CONTRACTOR shall comply with all conditions of the state and federal permits.

C. Environmental Damage. CONTRACTOR shall immediately notify Engineer and City of any environmental damages or violations which may occur during Project mobilization/demobilization and construction.

D. CONTRACTOR shall obtain NPDES permits as required.

1.03 LOCAL SITE CONDITIONS

A. CONTRACTOR shall secure the work area limits from public access. CONTRACTOR shall cordon off resources within the work area that are to be protected. Such resources may include mangroves, upland trees and landscape material, structures, or utilities. CONTRACTOR shall be responsible for the replacement or repair of any damaged resources.

B. CONTRACTOR shall avoid incidental damage to wetlands adjacent to the construction site through constant monitoring and supervision. CONTRACTOR is responsible for any incidental impacts.

C. At no time shall the CONTRACTOR be permitted to excavate, place fill on, traverse in any way, or place or store any equipment or material on sea grass or hard bottom resources outside the area designated for construction.

D. CONTRACTOR shall avoid, contain, and control all other potential damages to the local resources including but not limited to fuel, oil, or other chemical or solid waste in the form of leaks, spills, or fugitive materials and trash. In the event of an impact of this type, CONTRACTOR shall take corrective actions immediately. Equipment and leaking products shall be retired until repaired.

E. CONTRACTOR shall supply communications, sanitary facilities, fresh water, shade structure, and all other necessary actions immediately.

F. CONTRACTOR shall be responsible for providing and maintaining temporary berms and covers, and approved method with which to handle, carry through, or divert around his work all flows, including storms flows, so as to prevent release of stormwater runoff and silt from entering Outstanding Florida Waters.

1.04 SUPERSEDING REQUIREMENTS

In the event of differences between these requirements, laws, rules or regulations of other State, Federal, or local agencies, the more restrictive laws, rules, or regulations shall apply.

1.05 EXTENT OF FUGITIVE MATERIALS

A. CONTRACTOR shall control all fugitive materials including trash, chemicals, lubricants, oils, gas, debris, and removed materials as noted above. Fugitive materials as applied herein shall include all materials at the site and along the transit route. In the event of a fugitive materials event, including but not limited to, release due to automobile accidents and all other circumstances, CONTRACTOR shall take immediate corrective actions.

B. CONTRACTOR shall take sufficient precautions to prevent pollution of waters, with fuels, oils, bitumens, calcium, chloride, or other harmful materials (in accordance with local, State and Federal Requirements). Also, he shall conduct and schedule his operations so as to avoid or otherwise minimize pollution of any waters, and to avoid damage or interference to indigenous plants and organisms.

C. CONTRACTOR shall comply with NPDES permits.

1.06 GENERAL

A. CONTRACTOR shall maintain all work areas within and outside the project boundaries free from environmental pollution that would be in violation to any Federal, state, or local regulations.

B. The work specified in this Section consists of designing, providing, maintaining and removing temporary erosion control and sedimentation controls, as necessary.

C. Temporary erosion controls include, but are not limited to, silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces, which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits, as established by the Owner.

D. CONTRACTOR is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

1.07 PROTECTION OF AIR QUALITY

A. Air pollution likely to occur due to construction operations shall be minimized by wetting down bare soils during windy periods, requiring the use of properly operating combustion emission control devices on construction vehicles and equipment used by CONTRACTOR, and by encouraging the shutdown of motorized equipment not actually in use.

B. Trash burning will not be permitted on the construction site.

C. CONTRACTOR shall provide dust control for any asphalt/concrete removal and during the asphalt milling operations.

1.08 CONSTRUCTION NOISE CONTROL

CONTRACTOR shall conduct all his work, use appropriate construction methods and equipment, and furnish and install acoustical barriers, all necessary so that no noise emanating from the process or any related tool or equipment will exceed legal levels, as set forth in the Code of Ordinances, City of Key West, Florida.

1.09 PAYMENT

Payment for the work in this section shall be included as part of the applicable unit prices stated in the Proposal or as included incidental to the contract price.

PART 2 PROTECTION OF SEWERS

Take adequate measures to prevent the impairment of the operation of the existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering a sewer or sewer structure.

PART 3 PROTECTION OF WATERWAYS

A. Contractor shall observe the rules and regulations of the State of Florida and agencies of the United States Government prohibiting the pollution of stream or river waters by the dumping of any refuse, rubbish, or debris therein.

B. All sewage flow interfering with construction and requiring diversion shall be diverted to sewers leading to water pollution control plants and shall not be directed to any waterway. Contractor shall not cause or permit any action to occur which would cause an overflow to an existing waterway. Prior to commencing excavation and construction, Contractor shall submit for approval and obtain Owner's approval thereof, of detailed plans showing how he intends to handle and dispose of sanitary, groundwater, and storm water flow. By approving the plan, the Owner does not accept any responsibility for the adequacy thereof, nor for any damages to public or private property resulting therefrom, such responsibilities remaining with Contractor.

C. Contractor shall be responsible for providing holding ponds or an approved method which will handle, carry through, or divert around his work all flows, including storm flows, so as to prevent excessive silting of waterways of flooding damage to the property.

D. Contractor shall abide by all Federal, State, City, County permit conditions.

PART 4 DEWATERING

A. Contractor shall design, construct, maintain, and operate the dewatering system, including cofferdams, channels, flume drain, sumps, pumps, and/or other temporary diversion and protection works, to remove and control water during periods when necessary to properly accomplish Work. Contractor shall furnish all materials required therefore and shall furnish, install, maintain, and operate all necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Contractor shall maintain foundations and other parts of the Work free from water.

B. Prior to beginning work, Contractor shall develop a dewatering plan and submit it to the Engineer and the Owner. Contractor's method for removing water from excavations shall be subject to the approval by the Engineer.

C. Where excavation extends below the water table, dewatering shall be accomplished in a manner that will prevent loss of fines from the foundation, will maintain stability of the excavated slopes and bottom of the excavation, and will result in all construction operations being performed in the dry. Use of a sufficient number of properly screened wells or other equivalent methods will be approved for dewatering. Contractor shall control seepage along the bottom of the excavation, which may require ditches and pipe drains leading to sumps from which the water shall be pumped. Contractor shall obtain and pay for any and all permits that may be required for the removal and disposal of water from his dewatering operation.

D. If dewatering requirements are not satisfied due to inadequacy or failure of the

dewatering system, additional work or handling of materials may be required of the Contractor. The supply of labor, materials, equipment, and the performance of all work necessary to carry out additional work resulting from such inadequacy, premature shutdown, or failure of the dewatering system shall be undertaken by the Contractor to the satisfaction of the Engineer, and at no additional expense to the Owner.

E. Contractor shall obtain discharge permit for water disposal from authorities having jurisdiction, and treat water collected by dewatering operations, as required by regulatory agencies, prior to discharge.

F. Contractor shall discharge of water as required by discharge permit and in manner that will not cause erosion or flooding, or otherwise damage existing facilities, completed Work, or adjacent property. Drainage of trench water through the pipeline under construction is prohibited.

G. Contractor shall be responsible for the removal of dewatered solid and silt from the drainage system and right-of-way, and perform other maintenance of the drainage system, as necessary to maintain their efficiency.

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SECTION 01025
MEASUREMENT AND PAYMENT

1.1 GENERAL

A. CONTRACTOR shall receive and accept compensation as provided in the Proposal and Contract in full payment for performing all operations necessary to complete the work under the Unit Price and Lump Sum portions of this Contract, and also in full payment for all loss or damages arising from the nature of the work, until the final acceptance by the OWNER.

B. Unit Prices stated in the Proposal shall include all costs and expenses for performing and completing the work as ordered and as shown on Contract Drawings, details, technical specifications, and specified herein. Measurement and payment for an item at a Unit Price or Lump Sum shown in the Proposal shall be in accordance with the description of the item in this section.

C. CONTRACTOR's attention is called to the fact that the quotations for various items of work are intended to establish a total price for completing the work in its entirety. Should the CONTRACTOR feel that the cost for an item has not been established in the Proposal, or this section, he shall include the cost for that work in an applicable Proposal item, so that this bid reflects his total Unit Prices and Aggregate Sums for completing the work in its entirety. It is the intent of this Contract that the CONTRACTOR provide a completed operating system, and any item required to accomplish this shall be included to establish a total cost.

D. Unit Price quantities for payment under this Contract shall be determined by actual measurement of completed items, in-place, and ready for service and accepted by the OWNER, in accordance with the applicable method of payment therefore contained herein. CONTRACTOR shall designate and provide a representative to be present at, to witness, and to assist in the making of field measurement of payment.

1.2 MEASUREMENT – GENERAL

A. Weighing, measuring, and metering devices used to measure quantity of materials for work shall be suitable for the 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, the material shall be weighed on scales furnished by CONTRACTOR and certified accurate by the state agency responsible. A weight or load slip shall be obtained from the weigher and delivered to the OWNER'S representative at the point of delivery of the material.

C. If material is shipped by rail, the car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.

D. 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.

E. All materials which are specified for measurement by the cubic yard "measured in the vehicle" shall be hauled in vehicles of such type and size that the actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. All vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting the above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.

Units of measure shown on the Proposal shall be as follows unless specified otherwise.

Item	Method of Measurement
CY	Cubic Yard: Field Measure by ENGINEER within the limits specified or shown
EA	Each: Field Count by ENGINEER
LF	Linear Foot: Field Measure by ENGINEER
LS	Lump Sum: Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
Ton	Weight Measure by Scale (2,000 pounds)

1.3 PAYMENT

A. General: Progress payments will be made monthly on the date established at the preconstruction meeting.

B. Payment for all Work shown or specified in the Contract Documents is included in the Contract Price. No measurement or payment will be made for individual items except as itemized herein as unit price items or lump sum.

1.4 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

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 CONTRACTOR to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by OWNER.
6. Material remaining on hand after completion of Work.

1.5 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings are acceptable to ENGINEER and materials are properly stored at a site as agreed to by the OWNER.

B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to CONTRACTOR unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

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SECTION 01050
FIELD ENGINEERING

PART 1 SCOPE

1.01 DESCRIPTION

A. Work Included:

Provide survey work if necessary in execution of the Work.

a. Survey work required in execution of the Work.
b. Civil, Structural, or other professional engineering services specified or required to execute the CONTRACTOR's construction methods.
c. Provide final as-builts signed and sealed by a Licensed Surveyor.
d. Verify existing inverts, rims, grates elevations, basic horizontal and vertical control points for the Project indicated.

B. Related Work:

1. General and Supplementary Conditions of the Contract.
2. Summary of the Work: Section 01010.

1.02 QUALITY ASSURANCE

Qualifications of Surveyor or Engineer: Professional Engineer and/or Surveyor currently licensed in the State of Florida.

1.03 SUBMITTALS

A. Upon request of the City's Engineer, submit documentation to verify accuracy of field engineering work.

B. Submit certificates signed by the Surveyor or Engineer certifying that elevations and locations of the work of this project are in conformance, or non-conformance, with the Contract Documents. An explanation acceptable to the State and US Dept. of Justice will be required to work out of compliance. All work and applications to obtain FDOT approval shall be supplied by the CONTRACTOR.

C. Submit fill, steel, and concrete specifications and test cylinders as requested by engineer.

D. As-built drawings

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION AND PREPARATION OF SITE

A. Before starting operations, CONTRACTOR shall examine site of work to acquaint himself with conditions to be encountered.

B. Compare actual site with drawings and specifications.

C. Report discrepancies affecting work or cost thereof to the City.

D. Verify exact locations of sewers, water mains, gas mains, above or below ground electrical wires and conduits and structures which may interfere with work.

E. No extra compensation will be allowed for any extra work made necessary due to conditions or obstacles encountered during progress of work which could have been determined by examination of site or by contacting Owners of pipelines and conduits before starting operations.

F. Comply with State law concerning Sunshine State One Call of Florida, State Statute Title 33, Chapter 556.

3.02 LINES AND GRADES

A. Prior to staking out work, CONTRACTOR shall establish base line, benchmarks, and control points. CONTRACTOR shall furnish and maintain lines and grades for work.

B. CONTRACTOR shall take immediate steps to correct errors or inconsistencies in lines and grades of work to be in conformity with Contract Documents.

C. CONTRACTOR shall be fully responsible for accuracy of lines and grades of work and control and checking and immediate correction of it.

3.03 RESTORATION

A. Items to remain which are disturbed, damaged, or removed when performing required work or for convenience of CONTRACTOR or to expedite his operations shall be restored, repaired, reinstalled, or replaced with new work and refinished, as appropriate, so as to be left in as good condition as existed before work commenced and such restoration shall be considered incidental to the work.

B. Sidewalks and pavement replaced or installed shall meet ADA requirements.

C. Existing items to be altered, extended, salvaged, or relocated and reused, if found to be defective in any way, shall be reported to the City before items are disturbed.

D. Materials and workmanship used in restoring work shall conform in type and quality to original existing construction.

E. Provide as-builts and record drawings.

4.0 PAYMENT

Payment for work specified in this section shall be incidental to the Contract Price. Payment shall be considered full compensation for furnishing all labor, materials, and equipment to complete the work as specified under this section.

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SECTION 01530
BARRIERS

PART 1 GENERAL

1.01 REQUIREMENTS
Furnish, install, and maintain suitable barriers as required to prevent public entry, and to protect the work, existing facilities, trees, and plants from construction operations; remove when no longer needed, or at completion of work.

1.02 RELATED REQUIREMENTS
Section 01010 Summary of Work.

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL
Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 FENCING
Minimum fence height shall be four feet. Open-mesh orange plastic fence shall be used to prohibit entry to the construction zone.

2.03 BARRIERS
Materials are CONTRACTOR's option, as appropriate to serve required purpose.

PART 3 EXECUTION

3.01 GENERAL
A. Install facilities of a neat and reasonably uniform appearance, structurally adequate for the required purposes.
B. Maintain barriers during entire construction period.
C. Relocate barriers as required by the progress of construction.

3.02 FENCES
A. Provide and maintain fences necessary to assure security of the site during construction to keep unauthorized people and animals from the site when construction is not in progress.
B. Provide additional security measures as deemed necessary and approved by the OWNER.

3.03 TREE AND PLANT PROTECTION
A. Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.
B. Consult with the OWNER, and remove agreed-on roots and branches which interfere with construction. Employ a qualified tree surgeon to remove branches and treat cuts.
C. Protect root zones of trees and plants:
   1. Do not allow vehicular traffic or parking.
   2. Do not store materials or products.
   3. Prevent dumping or refuse or chemically injurious materials or liquids.
   4. Prevent puddling or continuous running water.

D. Carefully supervise excavating, grading and filling, and other construction operations, to prevent damage.

E. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

3.04 REMOVAL

A. Completely remove barricades when construction has progressed to the point that they are no longer needed and when approved by the OWNER.

B. Repair damage caused by construction. Fill and grade areas of the site to the required evaluations, and clean up the area.

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SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 REQUIREMENTS

Contract completion includes substantial completion, final inspection after completion, final cleaning, CONTRACTOR's closeout submittals, and final adjustment of accounts.

1.02 SUBSTANTIAL COMPLETION

A. When CONTRACTOR considers work has reached substantial completion, he shall submit to the Owner the following:
   1. Written notice that the work is substantially complete, in accordance with Contract Documents.
   2. A list of items yet to be completed or corrected and explanations thereof.

B. Within a reasonable time upon receipt of such notice, the Owner will make an inspection, if necessary, to determine the status of completion.

C. Should the Owner determine that the work is not substantially complete:
   1. Owner will notify CONTRACTOR, in writing, giving reasons thereof.
   2. CONTRACTOR shall remedy deficiencies in the work and send a second written notice of Substantial Completion to the Owner.
   3. Upon receipt of the second notice, Owner will re-inspect the work.

D. When the Owner finds that the Work is substantially complete he will issue a Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final inspection.

1.03 FINAL INSPECTION AFTER COMPLETION

A. When CONTRACTOR considers the Work is complete with all minor deficiencies completed or corrected, he shall submit written certification that:
   1. Contract Document requirements have been met.
   2. Work has been inspected for compliance with Contract Documents.
   3. Work has been completed, in accordance with Contract Documents.
   4. All minor deficiencies have been corrected or completed and the Work is ready for final inspections.
   5. Project record documents are completed and submitted.

B. Within a reasonable time upon receipt of such certification, the Owner will make an inspection to verify the status of completion.

C. Should the Owner determine that the work is incomplete or defective:
   1. Owner will promptly notify CONTRACTOR, in writing, listing incomplete or defective work.
   2. CONTRACTOR shall remedy deficiencies in the work and send a second written certification to Owner notification that the work is complete.
   3. Upon receipt of second certification, Owner will re-inspect the Work.

D. When Owner determines that the work is acceptable, under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

1.04 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. Clean site of debris and unused materials. Sweep paved areas and rake clean other surfaces.

C. Remove waste and surplus materials, rubbish, and construction facilities and equipment from the project site.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Project Record Documents

1. At Contract Closeout, submit documents with transmittal letter containing date, project title, CONTRACTOR's name and address, list of documents, and signature of CONTRACTOR.
2. Drawings legibly marked to record actual constructions. Horizontal and vertical locations of underground utilities and appurtenances shall be referenced to permanent surface improvements.
3. Specifications and addenda, legibly mark each section to record.
4. Changes made by Field Order or by Change Order.

B. Evidence of payments and Release of Liens.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to Owner.

B. Statement shall reflect all adjustment to the Contract Sum.

1. Original Contract sum.
2. Additions and deductions resulting from:
    a. Previous change orders or written amendment
    b. Allowances
    c. Unit prices
    d. Deductions for uncorrected work
    e. Deductions for liquidated damages
    f. Other adjustments
3. Total contract sum, as adjusted
4. Previous payments
5. Sum remaining due

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

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DIVISION 2

SITE WORK

SECTION 02221
TRENCH EXCAVATION AND BACKFILL

PART 1 GENERAL

1.1 WORK INCLUDED

A. This section covers the work necessary for the trench excavation and backfill, complete.

B. Trenches in existing paved areas shall be backfilled to the level of the bottom of the base course. Installations of base course and payment shall be as specified in Section SURFACE RESTORATION.

C. When a trench is backfilled and ready for final pavement it shall be overlaid with cold patch asphalt until milled and removed the day of final paving. The cost is as included in the unit price for TRENCH EXCAVATION AND BACKFILL.

1.2 TRENCH EXCAVATION

Excavation is unclassified. Complete all excavation regardless of the type of materials encountered. CONTRACTOR shall make own estimate of the kind of extent of the various materials, which will be encountered in the excavation.

It is the CONTRACTOR's responsibility to comply with the laws to comply with the laws and regulations pertaining to the Florida Trench Safety Act. Any and all costs for engineering, materials, labor, and administrative costs shall be included in the proposal cost for that line item.

1.3 RELATIVE COMPACTION

"Relative compaction" is defined as the ratio, in percent, of the as-compacted field dry density to the laboratory maximum dry density as determined by ASTM D1557. Corrections for oversize material may be applied to either the as-compacted field dry density or the maximum dry density, as determined by the Engineer.

1.4 OPTIMUM MOISTURE CONTENT

"Optimum moisture content" shall be determined by the ASTM Standard specified to determine the maximum dry density for relative compaction. Field moisture content shall be determined on the basis of the fraction passing the 3/4-inch sieve.

1.5 SUBMITTALS

Submittals shall be made for all products listed in accordance with the requirements specified in Section GENERAL REQUIREMENTS.

PART 2 PRODUCTS

2.1 FOUNDATION STABILIZATION

Foundation stabilization shall be 2-1/2-inch minus crushed rock, with reasonably well gradation from coarse to fine, and free from excessive dirt or other organic material with no more than 20 percent by weight passing the No. 200 sieve.

2.2 TRENCH BACKFILL

Backfill above the pipe zone shall be limerock material for base and stabilized base meeting the requirements of Sections 901, 902, and 911 of the FDOT Specifications for Road and Bridge Construction (2010). Limerock backfill may be excavated trench material if the CONTRACTOR screens or sieves the material and removes organics and foreign materials to this specification and maintains moisture content as specified herein.

2.3 WATER FOR TRENCH BACKFILL

CONTRACTOR shall make all arrangements for a source of water and bear all costs for the delivery of the water to the trench side.

2.4 COMPACTION EQUIPMENT

A. Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

B. Plate Tamper shall be sized for maximum of 24" lifts, or sized appropriately for the lift size.

2.5 GRASSING

All grassed areas that have been damaged by trench excavation shall be sodded with bahiagrass sod, as specified in Section 02930 FINISH GRADING AND GRASSING.

PART 3 EXECUTION

3.1 PREPARATION OF RIGHT-OF-WAY

CONTRACTOR shall perform all clearing necessary for the proper installation of all utility lines, structures, and appurtenances in the locations shown on the Drawings. All utility poles or structures subject to damage resulting from excavation shall be protected during construction and restored to original condition upon completion of the work.

3.2 DISPOSAL OF CLEARED MATERIAL

A. CONTRACTOR shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from the clearing operation. Material shall be disposed of in such a manner as to meet all requirements of state, county, and local regulations regarding health, safety, and public welfare.

B. In no case shall any material be left on the project, shoved onto abutting private properties, or be buried in embankments or trenches on the project.

3.3 OBSTRUCTIONS

A. This item refers to obstructions which may be removed and do not require replacement. Remove obstructions within the trench area or adjacent thereto, such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, and debris of all types without additional compensation. Engineer may, if requested, make changes in the trench alignment to avoid major obstructions if such alignment changes can be made within the easement or right-of-way without adversely affecting intended function of the facility. CONTRACTOR

shall pay all additional costs or credit Owner for any savings resulting from such alignment changes.

B. Dispose of obstructions removed from the excavation, in accordance with Paragraph 3.2 DISPOSAL OF CLEARED MATERIAL.

3.4 PAVEMENT, CURB, AND SIDEWALK REMOVAL

Cut all bituminous and concrete pavements, regardless of the thickness, and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer, or approved pavement cutter. Width of the pavement cut shall be at least equal to the required width of the trench at ground surface. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.

3.5 BRICK REMOVAL

Carefully remove all bricks encountered during excavation. CONTRACTOR shall salvage all bricks and deliver them to the City depository at the direction of the Engineer. CONTRACTOR shall make arrangements with the City a minimum of 48 hours in advance of delivery of the bricks. This work shall be considered incidental.

3.6 TRENCH WIDTH

A. Minimum width of unsheeted trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe, or as approved. Sheeting requirements shall be independent of trench widths.

B. Maximum width at the top of the trench will not be limited, except where excess width of excavation would cause damage to adjacent structures, lanes of traffic or property.

C. Confine trench widths to dedicated rights-of-way or construction easements, unless special written agreements have been made with the affected property owner.

3.7 GRADE

A. Excavate the trench to the lines and grades shown or as established by the Engineer with proper allowance for pipe thickness and for pipe base or special bedding when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade at no additional cost to the Owner, with limerock of the type specified for pipe bedding. Place limerock over full width of trench in compacted layers not exceeding 6 inches deep to the established grade with allowance for the pipe base or special bedding.

B. It shall be the CONTRACTOR's responsibility to make exploratory excavations, as required to verify type location, size, and elevation of existing utilities that may interfere with installation of infrastructure, prior to commencing work. CONTRACTOR shall perform this work well in advance of trenching and pipe laying. CONTRACTOR shall call the appropriate utility locate service provider, and shall not commence work until all utilities have been located.

3.8 SHORING, SHEETING, AND BRACING OF TRENCHES

Sheet and brace the trench when necessary to prevent caving during excavation in unstable materials, or to protect adjacent structures, property, workers, and the public. Increase trench

widths accordingly by the thickness of the sheeting. Maintain sheeting in place until the pipe has been placed and backfilled at the pipe zone. Shoring and sheeting shall be removed, as the backfilling is done, in a manner that will not damage the pipe or permit voids in the backfill. All sheeting, shoring, and bracing of trenches shall conform to the safety requirements of the federal, state, or local public agency having jurisdiction. The most stringent of these requirements shall apply.

3.9 LOCATION OF EXCAVATED MATERIALS

During trench excavation, place the excavated material only within the construction easement, right-of-way, or approved working area. Do not obstruct any private or public-traveled roadways or streets. Conform to all federal, state, and local codes governing the safe loading of all trenches with excavated material.

3.10 REMOVAL OF WATER

A. Due to the nature of the island, tide water may be a significant detriment to placing fill. CONTRACTOR may find it helpful to schedule the time of work based on tide elevations.

B. Provide and operate equipment adequate to keep all excavations and trenches free of water. Remove all water during periods when concrete is being deposited, when pipe is being laid, during the placing and compaction of backfill and at such other times as required for efficient and safe execution of the work. Avoid settlement or damage to adjacent property. Dewater open excavations from outside the structural limits and from a point below the bottom of the excavation. Design and operate dewatering systems to prevent removal of fines from existing ground.

C. Drainage of trench water through the pipeline under construction is prohibited.

D. CONTRACTOR shall dispose of all water removed from the dewatering systems and excavations in a manner that is acceptable to the Owner and to all regulatory agencies. CONTRACTOR shall be responsible to obtain at his expense all permits required for dewatering and disposal of water.

E. Prior to beginning work, CONTRACTOR shall develop a dewatering method and submit it to the Engineer and the Owner. CONTRACTOR's dewatering method shall take into account limitations in the existing operating conditions of the Onwer's storm drainage system. Final acceptance of the CONTRACTOR's dewatering method will be based on demonstrated performance of the system to satisfy the requirements of dewatering as specified herein. If CONTRACTOR's dewatering plan does not prove adequate, CONTRACTOR shall revise his plan and provide adequate dewatering equipment, at NO additional cost to the Owner.

F. If CONTRACTOR proposes to discharge water into the stormwater drainage system, CONTRACTOR shall provide an acceptable plan that includes provisions to prevent excess silt, sand or trench materials from entering the system. CONTRACTOR shall protect and clean the drainage system, at no additional cost to the Owner.

G. CONTRACTOR shall be responsible and bear the cost for any breakdowns and associated repair costs.

H. If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation material, instability of the slopes or damage to the foundations or structures may occur, or other additional work or handling of materials may be required of the CONTRACTOR. The supply of all labor, materials, and equipment, and the performance of all work necessary to carry out additional work resulting from such inadequacy, premature shutdown, or failure of the dewatering system shall be undertaken by the CONTRACTOR to the satisfaction of the Engineer, and at no additional expense to the Owner.

I. Dewatering shall be considered incidental to the construction and included in the applicable unit prices stated in the Proposal.

3.11 FOUNDATION STABILIZATION

When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer. Backfill the trench to subgrade of pipe base with foundation stabilization material specified herein before. Place the foundation stabilization material over the full width of the trench and compact in layers not exceeding 6 inches deep to the required grade.

3.12 PIPE BASE AND PIPE ZONE BACKFILL

Pipe base and pipe zone backfill are included in specification for Storm Drain Paragraph 2.6.

3.13 TRENCH BACKFILL ABOVE PIPE ZONE

A. In trenches under all structures, sidewalks, roads, parking areas, piping, and similar facilities, except where specifically shown, deposit limerock backfill material conforming to Paragraph 2.2 TRENCH BACKFILL in horizontal lifts not exceeding 12 inches in uncompacted thickness. Compact to not less than 98 percent relative compaction. If compaction requirements are not met, the thickness of the uncompacted horizontal lifts shall be reduced, as directed by the Engineer. Repair any subsequent damage caused by settlement of trenches, at CONTRACTOR's sole expense. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 6 inches in diameter.

B. Where backfill is placed in water, use #57 crushed stone backfill, at no additional cost to the Owner.

C. All backfill, including limerock and #57 stone, must be vibrated in 12” lifts to achieve 98% compaction and consolidation to a point where rock does not settle.

3.14 UTILITY LINE CROSSINGS

#89 pea rock or #57 crushed stone shall be used under all culverts, gas, gravity sewer lines, force mains, buried telephone conduit, and any other miscellaneous buried pipelines that cross the excavated trench. #89 pea-rock shall be used under and around water lines and water mains that cross the excavated trench. Crushed stone backfill shall be carried a minimum of 2 feet beyond the edge of the buried utility. Crushed stone backfill beneath these facilities shall be considered incidental to the work and no additional payment will be made to the CONTRACTOR.

3.15 MAINTENANCE OF TRENCH BACKFILL

A. Maintain the backfilled trench surface between any two successive manholes or structures until the following operations have been completed and approved by the Engineer.

1. Service connections installed and backfilled;
2. Construction of manholes and appurtenances;
3. Valves, valve boxes, and hydrants installed;
4. Cleanup and restoration of all physical features;
5. Utilities restored to their original condition or better; and
6. All work required between the two manholes accomplished until of repaving.

B. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material and cold patch to keep the surface of backfilled trenches reasonably smooth, free from ruts and potholes, and suitable for normal traffic flow.

C. No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above.

D. No pavement replacement shall be undertaken until all items outlined above have been completed and approved by the Engineer.

3.16 DISPOSAL OF EXCESS EXCAVATED MATERIAL

CONTRACTOR shall remove and dispose of all excess excavated materials that are not to be incorporated into the work, immediately. CONTRACTOR shall make arrangements for disposal and bear all costs or retain any profit incidental to such disposal.

3.17 BLASTING

No blasting of any kind will be permitted.

3.18 SETTLEMENT

Any settlement noted within ten (10) feet from fill and within the five-year warranty period, or in accordance with the General Conditions, will be considered to be caused by improper stabilization or compaction methods and shall be corrected, at no cost to the Owner. Structures damaged by settlement shall be restored to their original condition by CONTRACTOR, at no cost to the Owner.

3.19 MOISTURE CONTROL

A. During all compacting operations, maintain optimum practicable moisture content required for compaction purposes in each lift of fill. Maintain moisture content uniform throughout the lift. At the time of compaction, the water content of material shall be at optimum moisture content, plus or minus 2 percentage points.

B. Insofar as practicable, add water to the material at the site of excavation. Supplement, if required, by sprinkling the fill.

C. Do not attempt to compact fill material that contains excessive moisture. Aerate material by blading, discing, harrowing, or other methods, to hasten the drying process.

3.20 TESTING

Field Density and Moisture Tests: Independent Testing Laboratory will determine in-place density and moisture content, by any one or combination of the following methods:

- ASTM D2922, D1556, D2216, or other methods selected by the Engineer. Cooperate with this testing work by leveling small test areas as designated.

Test areas shall be backfilled at CONTRACTOR's sole expense. One (1) field density moisture test per trench, with additional every 50 feet, if found that any part of the intersection does not meet compaction requirements. Additionally, a Vibratory Test shall be performed every 50 feet in rock back fill. Should any settlement occur, testing shall be performed every ten (10) feet. Any section found not meeting the requirements shall be removed for ten (10) feet on either side of the failed tests and be reinstalled in six-inch lifts. Any lift of fill may be tested at any time, location, or elevation. See Section 01500 TESTING SERVICES.

PART 4 PAYMENT

4.1 GENERAL

A. Payment for work specified in this section will be made at the unit prices stated in the BID and shall be included under the following items. Computation of quantities will be as indicated for each item and will be based upon measurements made by the Engineer.

B. Testing agencies costs are incidental to the contract.

4.2 TRENCH EXCAVATION AND BACKFILL

A. Work under this item for storm sewer pipe will be paid for on a linear foot basis, for the depth of the trench from the original ground surface to the flow line of the pipe. Payment per linear foot will be the amount stated in the BID. Depth figures indicated in the BID are inclusive to the nearest 0.1-foot. A trench depth measured as 11.9 feet will be paid for at the unit price for excavation 10 to 12 feet deep. A trench depth measured as 12.0 feet will be paid for at the unit price for at the unit price for excavation 12 to 14 feet deep.

B. Length of trench will be measured horizontally from center-to-center of structures, or inlets, or to the end of the pipe, whichever is applicable. Depth of the trench will be measured from the ground surface at the centerline of the trench to the invert of the pipe. Depth of the trench will be measured at intervals of 25 feet along the centerline of the trench. The depth of each measuring point will be the depth used for computing the depth of trench for a distance of 25 feet ahead of the point of measurement. Payment for this item shall cover all materials, including limerock backfill, and all work specified herein, or not specifically paid for in other sections, except foundation stabilization, and sheeting left in place, which will be paid for as other separate items. Pipe base and pipe zone backfill will be paid for under section STORM DRAIN.

C. Price per linear foot shall be for any type of material to be excavated and shall include any extra excavation required to provide space for pipe base specified under section STORM DRAIN.

4.3 FOUNDATION STABILIZATION

Payment for this item will be based on the unit price per cubic yard stated in the Proposal. Measurement will be based upon individual trip tickets of actual truck measure furnished the Engineer for cubic yards used under this item. Trip tickets shall be presented to the Engineer for signature on the day the material is delivered. No payment will be allowed on trip tickets not so validated by the Engineer. Payment for this item shall constitute full compensation for all materials, labor, equipment, and incidentals necessary trench and for the extra depth of trench excavation required below the pipe base grade to provide for a stable base for the pipe. This item is to provide for unstable base encountered in the progress of the work and shall be used only under the direction of the Engineer.

4.4 TRENCH SAFETY SYSTEMS

A. Payment for compliance with OSHA Trench Safety System will be based on the unit price per linear foot stated in the Proposal, when a trench safety system is used.

B. Payment for special-shoring requirements for the trench safety system will be based on the unit price per square yard in the Proposal.

4.5 GRASSING

All grassing shall be by sodding. Payment for this item shall be based on the unit price per square foot stated in the BID.

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SECTION 02555
ASPHALT CONCRETE PAVEMENT

PART 1 SCOPE

1.1 WORK INCLUDED

This section covers the work necessary for the construction of the asphalt pavement overlay and incidental work, complete.

1.2 GENERAL

See CONDITIONS OF THE CONTRACT and GENERAL REQUIREMENTS, which contain information and requirements that apply to the work specified herein and are mandatory for this project.

1.3 STANDARD SPECIFICATIONS

Where the term "Standard Specifications" is used, such reference shall mean the current edition of Florida Department of Transportation Standard Specification for Road and Bridge Construction. Where reference is made to a specific part of the Standard Specifications, such applicable part shall be considered as part of this section of the Specifications. In case of a conflict in the requirements of the Standard Specification and the requirements stated herein, the requirements stated herein shall prevail.

1.4 SUBMITTALS

Certificates:

A. Prior to the delivery of asphalt materials and paving mixes to the site, that CONTRACTOR shall submit certificates and test results of compliance of such materials with these Specifications.

B. Where laboratory testing is certified herein, CONTRACTOR shall employ an independent testing laboratory to conduct such tests and submit certificates of the test results to ensure Specification conformance.

C. Costs for submittals shall be included in the price(s) quoted for the work under this section.

PART 2 MATERIALS

2.1 GENERAL

A. Materials for an existing base course and asphalt surfacing shall conform to the Standard Specification, as modified herein.

B. CONTRACTOR will be responsible for furnishing satisfactory materials that meet the Specifications and shall make such tests during the course of the work as are necessary, to assure that the quality of the materials used meets the Specifications.

2.2 RELATIVE COMPACTION

"Relative Compaction" is defined as the ratio, in percent, of the as-compacted field dry density to the laboratory maximum dry density as determined by ASTM D1557. Corrections for oversize

material may be applied to either the as-compacted field dry density or the maximum dry density, as determined by the Engineer.

2.3 OPTIMUM MOISTURE CONTENT

"Optimum Moisture Content" shall be determined by the ASTM standard specified to determine the maximum dry density for relative compaction. Field moisture content shall be determined on the basis of the fraction passing the 3/4-inch sieve.

2.4 LIMEROCK BASE COURSE

Aggregate quality and gradation shall confirm to Section 911 of the FDOT Standard Specification for Road and Bridge Construction.

2.5 IMPORTED BASE COURSE ACCEPTANCE

Imported base course materials specified in this section are subject to the following requirements:

A. All tests necessary for the CONTRACTOR to locate an acceptable source of imported material shall be made by the CONTRACTOR. Certification that the material conforms to the Specification requirements along with copies of the test results from a qualified commercial testing laboratory shall be submitted to the Engineer for acceptance al least 10 days before the material is required for use. All material samples shall be furnished by the CONTRACTOR at the CONTRACTOR's sole expense. Samples shall be representative and be clearly marked to show the source of the material and the intended use on the project. Sampling of the material source shall be done by the CONTRACTOR in accordance with ASTM D75. Notify the Engineer at least 24 hours prior to sampling. Engineer may, at the Engineer's option, observe the sampling procedures. Tentative acceptance of the material source shall be based on an inspection of the source by the Engineer and/or the certified test results submitted by the CONTRACTOR to the Engineer, at the Engineer's discretion. No imported material shall be delivered to the site until the proposed source has been tentatively accepted in writing by the Engineer. Final acceptance will be based on tests made on samples of material taken from the completed and compacted course. Completed course is defined as a course or layer that is ready for the next layer or the next phase of construction.

B. Gradation tests by the CONTRACTOR shall be made on samples taken at the place of production prior to shipment. Samples of the finished product for gradation testing shall be taken from each 1,500 tons of prepared materials or more often as determined by the Engineer, if variation in gradation is occurring, or if the material appears to depart from the Specifications. Test results shall be forwarded to Engineer within 48 hours after sampling.

C. If tests conducted by the CONTRACTOR or the Engineer indicate that the material does not meet Specification requirements, material placement will be terminated until corrective measures are taken. Material which does not conform to the Specification requirements and is placed in the work shall be removed and replaced at CONTRACTOR's sole expense. Sampling and testing performed by CONTRACTOR shall be done at CONTRACTOR's sole expense.

2.6 BITUMINOUS PRIME AND TACK COAT

A. Prime Coat: Material shall be cutback asphalt, Grade RC-70 or RC-250 meeting DOT Specification 916-2, or other material acceptable to the Engineer and meeting DOT Specifications.

B. Tack Coat: Material shall be emulsified asphalt, Grade RS-2, SS-1, or SS-1H meeting requirements of DOT Specification 916-4.

2.7 ASPHALT CONCRETE

A. Asphalt concrete for surfacing the designated area shall be Type SP-9.5, SP-12.5 and FC-9.5, FC-12.5 hot-plant mix. All materials shall conform to the requirements of FDOT Specifications Section 334. Portions of the referenced specification that are not applicable for the type of work to be done shall be disregarded.

B. Asphalt Concrete for leveling shall be Type SP-9.5 or SP-12.5 hot-plant mix, conforming to the requirements of FDOT Specifications Section 334.

C. Aggregate: Asphalt concrete aggregate shall meet the requirements of the Standard Specifications.

D. Submit test results from a commercial testing laboratory to the Engineer to show that the materials meet the quality and gradation requirements.

E. Submit to the Engineer mix designs for each type of asphalt from each plant.

F. Extension Grade Rings: Extension grade rings shall be steel or cast iron, with ground surfaces and a minimum height of 1 inch to match manhole cover size.

PART 3 WORKMANSHIP

3.1 REMOVAL OF EXISTING BITUMINOUS SURFACE

A. ASPHALTIC CONCRETE: Asphaltic concrete surfaces shall be removed from the base prior to the excavation of trenches or scarifying of the rock. Materials to be disposed shall be removed from the right-of-way, to areas provided by the CONTRACTOR.

B. BITUMINOUS SURFACE TREATMENT: Existing bituminous surface treatment shall be removed and disposed of, or if directed by the Engineer the surfacing can be mixed in with the existing limerock material.

3.2 REWORKING LIMEROCK BASE

Reworking limerock base shall be performed in accordance with Section 210.1 through Section 210.7 of the Standard Specifications.

A. Where there is insufficient base material present, new limerock material shall be supplied in conformance with Section 210.2 of the Standard Specifications.

B. Brick pavers removed during the work shall remain the property of the Owner. CONTRACTOR will separate them from all other excavated material and deposit them at a location to be specified by the Engineer.

3.3 COMPACTION

A. Compaction of each layer of base shall be performed in accordance with Section 200 of the Standard Specifications.

B. Compaction equipment must be adequate in design to provide compaction and obtain the specified density for each layer. Water shall be applied as needed to obtain the specified densities at the CONTRACTOR' sole expense.

C. In-place density and moisture content will be determined by any one or combination of the following methods: ASTM D2922, D1556, D2216, or methods selected by the Engineer. Cooperate with this testing work by leveling small test areas designated. Backfill test areas at CONTRACTOR's sole expense. The frequency and location of testing shall be per Section 200-6.4 of the Standard Specifications or as directed by the Engineer.

3.4 PREPARATION OF ROADWAY TO BE OVERLAYED

Before construction of the asphalt pavement overlay over roadways to be surfaced, all fatty asphalt patches, grease drippings and other objectionable matter shall be entirely removed from the pavement. Areas to be surfaced shall be thoroughly cleaned by sweeping to remove dust and other foreign matter.

Leveling Course:

A. Engineer will determine which areas to be surfaced that will require a leveling course. Engineer will then designate these areas so the CONTRACTOR could place a leveling course over them.

B. CONTRACTOR shall place a layer of tack coat at a rate of 0.05 to 0.12 gallons per square yards over all areas requiring a leveling course.

C. Place sufficient leveling course material over the areas designated by the Engineer to eliminate all depressions and to provide positive drainage over the full width of the roadway overlayed. CONTRACTOR shall place and compact the leveling course in accordance with Section 330 of the Standard Specifications.

3.5 CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT OVERLAY

A. CONTRACTOR shall place a layer of tack coat at a rate of 0.05 to 0.12 gallons per square yard over all areas to receive asphalt concrete.

B. Lay asphalt concrete over all areas designated to be resurfaced. Asphalt concrete pavement overlay shall be placed in a single-lift to a compacted depth of 1 inch. Asphalt concrete pavement shall be placed in one or more courses to a compacted depth of 2-inches or as directed by the City Engineer. Method of proportioning, mixing, transporting, laying processing, rolling the material, and the standards of workmanship shall conform to the applicable requirements of Sections 320, 330, and 334 of FDOT Standard Specifications. At no time shall the coarse aggregate become segregated from the mix, either from hand spreading or raking of joints. Base material shall not be placed on pavement.

C. Engineer will examine the prepared roadway before the paving has begun and bring any deficiencies to the CONTRACTOR's attention, to be corrected before paving. Roll each lift of asphalt concrete and compact to density specified in the FDOT Standard Specifications. Grade line and cross section of finished surface shall conform to the Drawings. Asphalt or asphalt stains which are noticeable upon surfaces of concrete or materials which will be exposed to view shall be promptly and completely removed and corrected.

3.6 CONNECTIONS WITH EXISTING ASPHALT

A. Where the asphalt is to be connected with an existing roadway surface or other facility, the CONTRACTOR shall be required to modify the existing roadway profile in such a manner as to produce a smooth riding connection to the existing facility.

B. Where it is necessary to remove existing asphalt surfaces or oil mat surfaces to provide proper meet lines and riding surfaces, CONTRACTOR shall mill the existing surface so that there will be sufficient depth to provide a minimum of 2-inch of asphalt concrete, and the waste material shall be disposed of to the satisfaction of the Engineer. Prior to placing asphalt concrete, these areas shall be tacked. Meet lines shall be saw cut straight and edges shall be vertical. The edges of meet line cuts shall be painted with tack coat material prior to placing asphalt concrete. After placing the asphalt concrete, the meet line shall be sealed by painting with a tack coat material and immediately covered with clean, dry sand.

3.7 SURFACE TOLERANCE NEW ASPHALT CONCRETE

A. Tests for conformity with the specified grade shall be made by CONTRACTOR immediately after initial compression. Any variation shall be immediately corrected by the removal or addition of materials and by continuous rolling.

B. Completed surface of pavement shall be of uniform texture, smooth, uniform as to grade, and free from defects of all kinds. Completed surface shall not vary more than 1/8-inch from the lower edge of a 10-foot straightedge placed on the surface along the centerline or across the trench. Cross slope shall be uniform and in compliance with the design cross slope. Difference between measured cross slope and design cross slope shall not exceed 0.2%.

C. After completion of final rolling, smoothness and grade of the surface shall again be tested by CONTRACTOR.

D. Deficiencies in excess of the above tolerances shall be corrected immediately, in accordance with Section 330-12.5 of the FDOT Standard Specifications for Road and Bridge Construction.

E. Areas in which the surface of the completed pavement deviates more than twice the allowable tolerance described above shall be removed and replaced to the satisfaction of the Engineer.

F. All costs involved in making the corrections of defects described above shall be borne by the CONTRACTOR. No compensation shall be allowed for this work.

3.8 SAMPLES

If directed by the Engineer, CONTRACTOR shall without additional charge, provide the Engineer with test results of samples of asphalt concrete cut from the completed pavement or the individual courses thereof. Provide a minimum of three test cores located as directed by the Engineer. He shall also provide the Engineer with test results of samples of the uncompressed asphalt concrete mixtures, and all materials incorporated into the work.

3.9 WEATHER CONDITIONS

Asphalt mixtures shall not be placed while rain is falling, or when there is water on the surface to be covered. Once rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in Section 330-9.1.2, CONTRACTOR may then begin asphalt placement.

3.10 PROTECTION OF STRUCTURES

Provide whatever protective coverings may be necessary to protect the exposed portions of bridges, fences, buildings, walls, culverts, curbs, gutters, posts, guard fences, road signs, and any other structures from splashing oil and asphalt from the paving operations. Remove any oil asphalt dirt, or any other undesirable matter that my come upon these structures by reason of the paving operations.

3.11 UTILITY APPURTENANCE EXTENSIONS:

A. Where valve boxes, manholes, catch basins, inlets or other appurtenances are within the area to receive asphalt concrete pavement overlay, these appurtenances shall be raised so their top is level with the finished elevation or the overlay layer. Consider any delays or costs experienced from such obstructions as incidental to the paving operation. Protect all covers during asphalt application.

B. When valve boxes, manholes, catch basins, inlets or other appurtenances are raised, asphalt concrete pavement will be saw cut and removed a minimum of one foot from the excavated area. The excavated area will be backfilled and compacted with crushed lime rock, in accordance with Paragraph 2.4 LIMEROCK BASE COURSE and Paragraph 3.3 COMPACTION. Density testing will be required at all locations or as directed by Engineer, where appurtenances are raised and backfilled as above. CONTRACTOR may opt to backfill the excavated areas with a minimum of 6 inches of 4000 psi concrete.

C. Place manhole ring extensions on all manholes. If one-inch ring extensions are not available for the existing cover size, CONTRACTOR shall install an extender the next nominal size higher and taper the asphalt overlay at a rate of 20:1 or 5 percent, to match the adjacent roadway. Manholes may be raised with appropriate extension rings with approval from the authority having jurisdiction.

3.12 CLEANUP

Immediately clean up all debris and unused material from the paving operation. Clean all surfaces that have been spattered or defaced as a result of the paving operation.

3.13 EXCESS MATERIALS

Dispose of all excess materials outside the limits of the project. Make arrangements for the disposal and bear all costs or retain any profit incidental to such disposal.

PART 4 PAYMENT

4.1 GENERAL

Disregard all references to method of payment in the referenced FDOT Standard Specifications for Road and Bridge Construction.

4.2 ASPHALT CONCRETE PAVEMENT OVERLAY

A. Payment for the asphalt concrete pavement overlay will be made at the unit price per ton of concrete asphalt stated in the CONTRACTOR's Proposal, and shall constitute full compensation for milling pavement connections, furnishing and applying the tack coat, furnishing, laying, and compacting the leveling course and asphalt concrete. Measurement for payment will be based on the number of tons (2,000 pounds) of asphalt concrete incorporated in the pavement, as weighed on tested scales. Present trip ticket to the Engineer for signature as the material is delivered. Each trip ticket will show the date and time of delivery, truck number or driver's name, net weight of the material, and shall be considered as valid delivery receipts only when signed by the Engineer. Payment will be made only for the items of work shown in the Schedule of Unit Prices and Work Scope. All other labor, materials, equipment and incidentals necessary to complete the work shall be considered incidental to the unit prices shown in the Schedule of Unit Prices.

B. The quantity to be paid for shall be the number of tons actually furnished and incorporated in the work, in accordance with the Specifications and as directed by the Engineer. This payment shall constitute full compensation for all materials and work as specified herein.

4.3 UTILITY APPURTENANCES EXTENSIONS

Payment for extensions of valve boxes, manholes, catch basins, inlets or other appurtenances will include full compensation for all work and materials required to raise or extend each appurtenance. Payment for utility appurtenance extensions will be based on the unit price for each extension stated in the CONTRACTOR's Proposal.

4.4 REMOVE EXISTING BITUMINOUS SURFACE

Payment for removing the existing bituminous surface will be made at the unit price per square foot of bituminous surface removed as stated in the CONTRACTOR's Proposal, and shall constitute full compensation for the work of removal and disposal of existing bituminous surfaces that is not paid for under trench excavation and backfill.

4.5 REWORKING LIME ROCK BASE

Payment for reworking limerock base will be incidental to Sidewalk, Asphalt and Curbs, and shall constitute full compensation for all earthwork required for this work.

4.6 LIME ROCK NEW MATERIAL

Payment for new limerock material will be made at the unit price per ton of limerock as stated in the CONTRACTOR's Proposal, and shall constitute full compensation for furnishing and delivering limerock. Measurement for payment will be based on the number of tons (2000 pounds) of limerock used, as weighed on tested scales. Present trip tickets to the Engineer for his signature as the material is delivered. Each trip ticket shall show the date and time of delivery, truck number or driver's name, net weight of the material and shall be considered as valid delivery receipts only when signed by the Engineer. Payment will be made only for the items of work shown in the schedule of Unit Prices and Work Scope. All other labor, materials, equipment and incidentals necessary to complete the work shall be considered incidental to lump sum and unit prices shown in the Schedule of Unit Prices.

4.7 MILLING

Payment for milling ordered by the Engineer will be made at the unit price per square yard of asphalt concrete pavement milled as stated in the CONTRACTOR's Proposal, and shall constitute full compensation for all asphalt concrete pavement milled beyond that considered to be incidental and required for connections to existing pavement. Milling in areas damaged due to the CONTRACTOR's failure to protect surface will not be paid for.

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SECTION 02575
SURFACE RESTORATION / INSTALLATION

PART 1 GENERAL

1.1 WORK INCLUDED

A. This section covers the work necessary to install or replace all pavements, pavers, curbs, sidewalks, rock surfacing, walls and other street features damaged either directly or indirectly by the operations incidental to the construction described in other Sections of these Specifications, or required for new installations.

B. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the work specified herein.

C. Where the materials, construction procedures, degree of compaction of materials, and the method of control and testing, as required in these Specifications differ from the FDOT requirements, the more stringent requirements shall apply.

D. Two inches of asphalt paving over the trenches shall be placed as soon after the trench is backfilled and it can be determined that required compactions have been achieved. Payment for temporary restoration or "make safe" measures shall be incidental to Curb Installation, and shall constitute full compensation for all surface restoration/installation required for this work.

E. Where directed by the ENGINEER, final overlay paving shall be provided and shall be full width of street and placed at end of construction as directed by the ENGINEER.

F. Cold patch asphalt required for temporary restoration or “make safe” measures is included in TRENCH EXCAVATION AND BACKFILL.

G. Submittals are required for all products identified in this section.

H. The term "Standard Specifications" is used. Such reference shall mean the most current edition of the Florida Department of Transportation Standard Specification for Road and Bridge Construction. Standard Specifications shall be considered as part of this section of the Specifications. CONTRACTOR shall be responsible for obtaining and incorporation in the contract all of the Standard Specifications and the most current revisions that apply to this contract scope of work. CONTRACTOR shall document in his daily reports the required Standard Specifications that are used.

I. Any reference of the following "FDOT" "Agency" "Engineer" shall be considered to be the Owner (City of Key West) for this contract. Disregard all Basis of Payments in the FDOT specifications. Payment shall be as per the Contract Bid prices.

PART 2 PRODUCTS

2.1 GENERAL

A. All materials for replacement of existing base course and asphalt surfacing shall conform to the DOT Specifications except as modified herein.

B. CONTRACTOR will be responsible for furnishing satisfactory materials that meet the Specifications and shall make such tests during the course of the work as are necessary to assure that the quality of the material used meets the Specifications.

2.2 RELATIVE COMPACTION

"Relative compaction" is defined as the ratio, in percent, of the as-compacted field dry density to the laboratory maximum dry density as determined by ASTM D1557. Corrections for oversize material may be applied to either the as-compacted field dry density or the maximum dry density, as determined by the ENGINEER.

2.3 OPTIMUM MOISTURE CONTENT

"Optimum moisture content" shall be determined by the ASTM standard specified to determine the maximum dry density for relative compaction. Field moisture content shall be determined on the basis of the fraction passing the 3/4-inch sieve.

2.4 LIME ROCK BASE COURSE

Aggregate quality and gradation shall confirm to Section 911 of the FDOT Standard Specifications for Road and Bridge Construction.

2.5 IMPORTED BASE COURSE ACCEPTANCE

Imported base course materials specified in this section are subject to the following requirement:

1. All tests necessary for the CONTRACTOR to locate an acceptable source of imported material shall be made by the CONTRACTOR. Certification that the material conforms to the Specification requirements along with copies of the test results from a qualified commercial testing laboratory shall be submitted to the ENGINEER for acceptance at least 10 days before the material is required for use. All material samples shall be furnished by the CONTRACTOR at the CONTRACTOR's sole expense. Samples shall be representative and be clearly marked to show the source of the material is required for use and the intended use on the project. Sampling of the material source shall be done by the CONTRACTOR, in accordance with ASTM D75. Notify the ENGINEER at least 24 hours prior to sampling. ENGINEER may, at the ENGINEER's option, observe the sampling procedures. Tentative acceptance of the material source shall be based on an inspection of the source by the ENGINEER and/or the certified test results submitted by the CONTRACTOR to the ENGINEER, at the ENGINEER's discretion. No imported materials shall be delivered to the site until the proposed source and materials tests have been tentatively accepted in writing by the ENGINEER. Final acceptance will be based on tests made on samples of material taken from the completed and compacted course. The completed course is defined as a course or layer that is ready for the next layer or the next phase of construction.

2. Gradation tests by the CONTRACTOR shall be made on samples taken at the place of production prior to shipment. Samples of the finished project for gradation testing shall be taken from each 1,500 tons of prepared materials or more often as determined by the

ENGINEER, if variation in gradation is occurring, or if the material appears to depart from the Specifications. Test results shall be forwarded to the ENGINEER within 48 hours after sampling.

3. If tests conducted by the CONTRACTOR or the ENGINEER indicate that the material does not meet Specification requirements or material placement that does not meet Specification requirements, material placement will be terminated until corrective measures are taken. Material which does not conform to the Specification requirements and is placed in the work shall be removed and replaced at the CONTRACTOR's sole expense. Sampling and testing performed by the CONTRACTOR shall be done at the CONTRACTOR's sole expense.

2.6 BITUMINOUS PRIME AND TACK COAT

A. Prime Coat: Material shall be cutback asphalt, Grade RC-70 or RC-250 meeting DOT Specification 916-2, or other material acceptable to the ENGINEER and meeting DOT Specifications.

B. Tack Coat: Material shall be emulsified asphalt, Grade RS-2, SS-1, or SS-1H meeting requirements of DOT Specification 916-4.

2.7 CUTTING EXISTING PAVEMENT

Where new pavement abuts existing pavement, pavement shall be trimmed by saw cutting to a straight line. Any pavement which has been damaged or broken and unsound or undermined shall be removed to provide a smooth, sound edge for joining new pavement.

2.8 ASPHALT CONCRETE

Asphalt concrete shall be Type SP-9.5 or SP-12.5, in conformance with the most current FDOT Specifications Section 334. Modification for Key West application may be used upon acceptance by the ENGINEER.

Asphalt concrete for leveling shall be Type SP-9.5 or SP-12.5, in conformance with FDOT Specifications Section 334.

Aggregate: Asphalt concrete shall meet the requirements of FDOT Specifications.

Submit test results from a commercial testing laboratory to the ENGINEER to show that the materials meet the quality and graduation requirements.

Submit to ENGINEER mix designs for each type of asphalt from each plant.

2.9 CONCRETE

A. Concrete mix shall be, in conformance with FDOT Specification Sections 347 and 350, with minimum strength 3,500 psi at 28 days.

B. Concrete Forms: All forms for curbs and sidewalks shall be two-inch dimensioned lumber, plywood, or metal forms. Forms on the face of the curb shall have no horizontal form joints within seven inches of the top of the curb.

C. Curing materials for concrete shall conform to FDOT Specification Section 925.

D. Reinforcing steel shall conform to ASTM A615, Grade 60.

2.10 FLOWABLE FILL

Provide flowable fill concrete, when approved by ENGINEER, with a minimum bearing strength of 500 psi, mix as specified in Section 02726 MANHOLE AND MISCELLANEOUS CONCRETE CONSTRUCTION.

2.11 FLOWABLE FILL

CONTRACTOR shall place and maintain temporary striping markings throughout the course of the work, until permanent striping markings are placed on the final roadway surface. Temporary and permanent striping shall in accordance with FDOT Specification Sections 711 and 971.

PART 3 EXECUTION

3.1 CONSTRUCTION PROCEDURE

A. ENGINEER reserves the right to vary the type of resurfacing, as best serves the interest of the OWNER. Trench backfill shall be as specified in Section 02221 TRENCH EXCAVATION AND BACKFILL.

B. Replace all bituminous and concrete pavement damaged or removed under this Contract with asphalt concrete, regardless of original type.

C. In addition to the requirements set forth herein, the work shall conform to the applicable workmanship requirements of the state highway or municipal specifications.

3.2 REMOVAL OF PAVEMENT, SIDEWALK, CURBS, AND GUTTERS

Removal of all pavement, sidewalks, curbs, gutters shall conform to Section 02221 TRENCH EXCAVATION AND BACKFILL and payment for removal shall be included in that section.

3.3 STREET MAINTENANCE

Maintain all trenches as specified under Section 02221 TRENCH EXCAVATION AND BACKFILL.

3.4 SUBGRADE

Backfill and compaction of trenches shall be as specified in Section 02221 TRENCH EXCAVATION AND BACKFILL. Shape subgrade to required line, grade, and cross section. Remove all soft or otherwise unsuitable material disclosed by rolling the subgrade and replace with suitable material from the excavation. Fill holes and depressions, which develop under the roller, to the required grade and cross sections with material from the excavation. Finished subgrade shall be within a tolerance of plus or minus 0.08 of a foot of the grade and cross section, smooth and free from irregularities, with a compacted soil density of 98 percent, in accordance with ASTM D1557.

3.5 CONSTRUCTION OF BASE COURSE

Obtain ENGINEER's acceptance of the subgrade prior to placing any base course material on the subgrade. Place BASE COURSE in maximum 6-inch loose lifts and compact to not less than 98 percent relative compaction.

3.6 BASE COURSE REPAIR

General:

1. Base course repair work shall consist of constructing a compacted limerock base course, of the thickness and width in accordance with the details for the respective application, as shown on the Drawings.

2. All base course repair work shall conform to the grades and cross sections of the existing pavement. The finished grade of the limerock base shall be level with the existing base course. Limerock for base construction shall be Miami Limerock, in accordance with Section 911 FDOT Specifications. The base course shall be constructed in accordance with applicable provisions of Section 200 FDOT Specifications.

3. If the subgrade material becomes mixed with base course materials, CONTRACTOR shall, without additional compensation, dig out and remove the mixture, reshape, and recompact the subgrade and replace the materials removed with clean rock which shall be watered and rolled until satisfactorily compacted.

3.7 DEPTH OF LAYERS

Base course shall be constructed in lifts of not more than 6 inches in thickness prior to compaction.

3.8 SPREADING MATERIALS

A. Base course material may be spread by any method that will result in an even distribution of the material upon the roadway without perceptible separation in gradation.

B. Should separation of the coarser from the finer materials occur during any stage of the surfacing or stockpiling, causing serious lack of uniformity in the grading, CONTRACTOR shall immediately make changes in the method of handling to prevent separation and meet acceptance of the ENGINEER.

C. Equipment such as scrapers and other equipment essentially used for earth excavation will not be permitted.

3.9 ROLLING

A. Compaction of each layer of base shall be performed in accordance with Section 200 of the FDOT Standard Specifications for Roadway and Bridge Construction.

B. Compaction equipment shall be adequate in design to provide compaction and obtain the specified density for each layer. Water shall be applied as needed to obtain the specified densities at the CONTRACTOR's sole expense.

C. In-place density and moisture content will be determined by any one or combination of the following methods: ASTM D2922, 1556, D2216, or other methods selected by the ENGINEER. Cooperate with this testing work by leveling small test areas designated. Backfill test areas at CONTRACTOR's sole expense. The frequency and location of testing shall be a minimum of one test per lift between structures. However, any lift or fill may be tested at any time, location, or elevation.

D. Each layer of base course shall be placed and compacted to the specified density before a succeeding layer is placed.

E. CONTRACTOR shall construct the base course in an orderly manner, so that a reasonable length of trench will be ready for testing and a reasonable amount of time will be allowed for the ENGINEER to perform tests and obtain the test results, during normal working hours.

F. Prior to testing any completed base course, CONTRACTOR shall show reasonable proof that the completed section meets the requirements specified.

3.10 CORRECTION OF SURFACE DEFECTS

Should irregularities develop in any surface during or after rolling, they shall be remedied by loosening the surface and correcting the defects, after which the entire areas, including the surrounding surface, shall be rerolled until thoroughly compacted. Finished surface shall be true to the proper grade and crown before proceeding with the surfacing.

3.11 SURFACE TOLERANCES

Finished surface of the base course shall be within plus or minus 0.04 foot of the grade required to provide the specified pavement thickness.

3.12 BITUMINOUS PRIME AND TACK COAT

A. Provisions of FDOT Specifications shall be in effect for the construction of the prime coat.

B. Bituminous prime coat shall be applied to the limerock base immediately prior to the placement of asphalt concrete.

C. Rate of application of the bituminous prime coat shall comply with FDOT Specifications.

D. Provisions of the FDOT Specifications shall be in effect for the construction of the tack coat.

E. Bituminous tack coat shall be applied to existing asphalt surfaces prior to the placement of new asphalt, between layers of asphalt concrete surface courses, surfaces of concrete footings that will come in contact with the asphalt concrete pavement, and vertical faces of all longitudinal and transverse joints that have become compacted or cooled.

F. Rate of application for the bituminous tack cost shall comply with FDOT Specifications.

3.13 ASPHALT CONCRETE PAVEMENT REPLACEMENT

A. Preparation for Paving:

1. Prime coat shall be applied over the full length of the roadway, and asphalt concrete pavement shall not be placed until the prime coat has cured, as per the manufacturer's recommendations.

2. Should any holes, breaks, or irregularities develop in the roadway surface after the prime coat has been applied, they shall be patched with asphalt concrete immediately in advance of placing the asphalt concrete.

3. After the maintenance, patching, or repair work has been completed and immediately prior to placing the asphalt concrete pavement, the surface of the prime coat shall be swept clean of all dirt, dust, or other foreign matter.

B. Proposed pavement construction schedule consists of immediately paving over storm drain, sewer line, and sewer service line trenches as soon as possible after it has been determined that subbase and base have achieved required compactions. Base course will be brought up to the elevations indicated on the Drawings and asphalt placed to bring grade up to match existing pavement elevations.

3.14 ASPHALT CONCRETE PAVEMENT

Workmanship in producing, hauling, placing, compacting, and finishing asphalt concrete shall conform to the applicable portions of the FDOT Specifications.

3.15 CONNECTIONS WITH EXISTING FACILITIES

A. Where bituminous pavement is to be connected with an existing roadway surface or other facility, CONTRACTOR shall modify the existing roadway profile in such a manner as to produce a smooth riding connection to the existing facility. CONTRACTOR shall meet existing neat lines where required.

B. Where it is necessary to remove existing asphalt surfaces or oil mat surfaces to provide proper meet lines and riding surfaces, CONTRACTOR shall burn or chip existing surface so that there will be sufficient depth to provide a minimum of 2 inch of asphalt concrete. CONTRACTOR shall dispose of the waste material, to the satisfaction of the ENGINEER. Prior to placing the asphalt concrete, these areas shall be tacked. Meet lines shall be straight and the edges vertical. Edges of the meet line cuts shall be painted with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing asphalt concrete, the meet line shall be sealed by painting with a liquid asphalt or emulsified asphalt and immediately covered with clean, dry sand.

3.16 CONSTRUCTION OF COURSES

A. Asphalt concrete pavement shall be constructed in one or more courses, as required in the FDOT Specifications. Asphalt shall be no less than 2" thick.

B. Rolling shall continue until all roller marks are eliminated and the minimum percent compaction stated in the FDOT Specification has been obtained.

3.17 SURFACE TOLERANCE

A. Tests for conformity with the specified grade shall be made by the CONTRACTOR, immediately after initial compression. Any variation shall be immediately corrected by the removal or addition of materials and by continuous rolling.

B. Completed surface of the pavement shall be of uniform texture, smooth, uniform as to grade, and free from defects of all kinds. The completed surface shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface along the centerline or across the trench.

C. After completion of the final rolling, the smoothness and grade of the surface shall again be tested by the CONTRACTOR.

D. When deviations in excess of the above tolerances are found, the pavement surface shall be corrected as stated in Section 330-12.4 of the FDOT Standard Specifications for Road and Bridge Construction.

E. All areas in which the surface of the completed pavement deviates more than twice the allowable tolerances described above, pavement shall be removed and replaced to the satisfaction of the ENGINEER.

F. All costs involved in making the corrections of defects described above shall be borne by the CONTRACTOR and no compensation will be made for this work.

3.18 SAMPLES

If directed by the ENGINEER, the CONTRACTOR shall without additional charge, provide the ENGINEER with test results of samples of asphalt concrete cut from the completed pavement or the individual courses thereof. Provide a minimum of three test cores located as directed by the ENGINEER. He shall also provide the ENGINEER with test results of samples of the uncompressed asphalt concrete mixtures, and all materials incorporated in the work.

3.19 WEATHER CONDITIONS

Asphalt mixtures shall not be applied to wet surfaces. Asphalt shall not be applied while rain is falling or when storms that might adversely affect the application are imminent. After the rain has stopped and water has been removed from the tacked surface to the satisfaction of the ENGINEER, and the temperature of the mixture caught in transit still meets the requirements as specified in FDOT Specification Section 330-9.1.2 , CONTRACTOR may then begin/resume asphalt placement.

3.20 PROTECTION OF STRUCTURES

A. Provide whatever protective coverings may be necessary to protect the exposed portions of bridges, culverts, fences, walls, curbs, gutters, posts, guard fences, road signs, and any other structures from splashing concrete, oil and asphalt from the paving operations. Remove any concrete, oil, asphalt, dirt or any other undesirable matter that may come upon these structures by reason of the paving operations.

B. Where water valve boxes, manholes, catch basins, or other utility appurtenances are within the area to be surfaced, resurfacing shall be level with the finished elevation of the structure ring and cover. If the rings and covers are not in accordance with the proposed finished surface elevations, CONTRACTOR shall notify the utility authority, four (4) weeks prior to resurfacing operations, to allow the utility authority to make arrangements to raise or lower the appurtenances. CONTRACTOR will be responsible for making certain the appurtenances are brought to proper grade to conform to finished surface elevations. Any delays experienced from such obstructions will be considered as incidental to the paving operation. No additional payment will be made. CONTRACTOR shall protect all rings and covers during asphalt application.

3.21 EXCESS MATERIALS

Dispose of all excess materials in compliance with Federal, State and local statutes. Make arrangements for the disposal and bear all costs or retain any profit incidental to such disposal.

3.22 CONTRACTOR'S RESPONSIBILITY

Settlement of replaced pavement over trenches within the five (5) year warranty period shall be considered the result of improper or inadequate compaction of the sub-base or base materials. The CONTRACTOR shall promptly repair all pavement deficiencies noted during the warranty period, at the CONTRACTOR's sole expense.

3.23 SIDEWALKS AND CURBS

A. Replace concrete sidewalks and curbs to the same section width, depth, line, grade as that removed or damaged, or as directed by the ENGINEER. The minimum thickness of sidewalks shall be four (4) inches. The minimum thickness of driveways shall be six (6) inches. Cut ends of existing curb to a vertical plane. Prior to replacing the sections, properly backfill and compact the trench to prevent subsequent settlement.

B. Replace concrete sidewalks and curbs between scored joints and make replacement in a manner that will avoid a patched appearance. Provide a minimum two (2)-inch thick compacted leveling course of clean, crushed rock or gravel of quality herein before specified. Finish concrete surface similar to the adjacent sidewalks, while meeting all current code regulations. Cut back sidewalk, as required to ensure transition from existing to new sidewalk meets ADA Accessibility Guidelines.

C. Concrete mix shall be, in conformance with FDOT Specification Section 347, and minimum strength 3,500 psi at 28 days.

3.24 ASPHALT DRIVEWAYS AND PAVED SURFACES

Replace asphalt driveways and paved surfaces in accordance with Section 02555 ASPHALT CONCRETE PAVEMENT.

PART 4 PAYMENT

4.1 GENERAL

A. Payment for the work under this section shall be based on the appropriate unit prices stated in the CONTRACTOR's Proposal. Payment shall be considered full compensation for furnishing all labor, materials, and equipment to complete the work as specified under this section.

B. Payment for replacing sidewalks and driveways will be made at the unit price per square yard stated in the CONTRACTOR's Proposal.

C. Payment for replacing curbs will be made at the unit price per linear foot stated in the CONTRACTOR's Proposal.

4.2 LIMEROCK BASE

Sanitary and Storm Sewerlines: Payment for limerock base will be based on the unit prices per linear foot stated in the CONTRACTOR's Proposal, measured horizontally along the length of the trench. The number of linear feet will be measured by the ENGINEER.

Sewer Service, Irrigation and Water Service Lines: Payment for limerock base will be based on the unit price per linear foot stated in the CONTRACTOR's Proposal, measured horizontally along the length of the trench. The number of linear feet will be measured by the ENGINEER.

The unit prices shall include payment for excavation required to provide space for the surfacing, preparation of the trench, compaction, disposal of all excess excavated materials, testing, and all other work required to complete the installation of the limerock base.

4.3 ASPHALT CONCRETE PAVEMENT REPLACEMENT AND OVERLAY

Payment for asphalt concrete pavement replacement and overlay will be based on the unit price per ton stated in the CONTRACTOR's Proposal. Measurement will be based upon individual trip tickets of actual truck measure, furnished the ENGINEER for tons used under these items. Trip tickets shall be presented to the ENGINEER for his signature on the day material is delivered. No payment will be allowed on trip tickets not so validated by the ENGINEER. Payment for this item shall constitute full compensation for all materials, labor, equipment, and incidentals necessary to complete the resurfacing, including prime and tack coats, adjusting elevations of castings, and all preparatory work.

4.4 SIDEWALK RESTORATION

Payment for new or replacement sidewalks will be made at the unit price stated in the Proposal, and will include labor, equipment and materials.

4.5 CURB RESTORATION

Payment for new or replacement curbs will be made at the unit price stated in the Proposal, and will include labor, equipment and materials.

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SECTION 02630
CONCRETE SIDEWALKS

PART 1 GENERAL

1.01 SCOPE OF WORK
This section covers the work necessary to construct the concrete sidewalks.

1.02 GENERAL
See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the work specified herein and are mandatory for this project.

1.03 SUBMITTALS DURING CONSTRUCTION
Submittals during construction shall be made in accordance with Contract Specifications.

PART 2 MATERIALS

2.01 FORMS
Materials for sidewalk forms shall be two-inch dressed lumber straight and free from defects or standard metal forms may be used. Where short-radius forms are required, one-inch dressed lumber or plywood may be used. Provide stakes and bracing materials as required to hold forms securely in place.

2.02 EXPANSION JOINT FILLER
Expansion joint filler shall be two-inch thick, preformed asphalt-impregnated, expansion joint material conforming to ASTM D 994.

2.03 CONCRETE
Concrete shall be ready-mixed conforming to Division 3 CONCRETE, having a minimum compressive strength of 3,500 psi at 28 days. Maximum size of aggregate shall be one-inch. Slump shall be between two and four inches. Submit complete information regarding mix to Engineer for review, in conformance with ASTM Specification C 94/C 94M.

2.04 REINFORCING STEEL
Reinforcing mesh shall be 6 x 6, #6/6 woven wire mesh placed equal distance between the bottom and top of the concrete slab. Precautions will be taken to insure the mesh remains in this position during the placement and finishing of the concrete slab.

2.05 CURING COMPOUND
Liquid membrane-forming curing compound shall be clear or translucent, suitable for spray application and shall conform to ASTM C 309, Type 1.

2.06 ACCEPTANCE OF MATERIALS
All materials shall be subject to inspection for suitability as the Engineer may elect, prior to or during incorporation into the work.

PART 3 WORKMANSHIP

3.01 EXCAVATION, BACKFILL, AND FOUNDATION PREPARATION

Excavation, backfill, and foundation preparation are included in FDOT Specification Section 125.

3.02 SETTING FORMS

A. Construct forms to the shape, lines, grades, and dimensions called for on the Drawings. Stake wood or steel forms securely in place, true to line and grade.

B. Brace forms to prevent change of shape of movement in any direction resulting from the weight of the concrete during placement. Construct short-radius curved forms to exact radius. Tops of forms shall not depart from gradeline more than 1/8-inch when checked with a ten-foot straightedge. Alignment of straight sections shall not vary more than 1/8-inch in ten feet.

3.03 SIDEWALK CONSTRUCTION

A. Sidewalks shall be four inches thick. Reinforcing mesh shall be as indicated in Paragraph 2.04.

B. At locations where the new sidewalk is to abut existing concrete, saw-cut concrete for a depth of two inches and chip the old concrete back to sound material on a straight line, clean the surface, and apply a neat cement paste just prior to pouring the new sidewalk.

C. Place preformed asphalt expansion joints at intervals not exceeding 45 feet and at the beginning and end of curved portions of the sidewalks, and around posts, poles, or other objects protruding through the sidewalk.

D. Provide contraction joints transversely to the walks at five-foot intervals, or as shown on the Drawings. Joints shall be 3/16-inch wide by one-inch deep weakened plane joints. Joints shall be straight and at right angles to the surface of the walk.

E. Place, process, finish, and cure concrete in conformance with the applicable requirements of ACI 614 and this Specification. Where the requirements differ, the more stringent requirement shall govern.

F. Broom the surface with a fine-hair broom at right angles to the length of the walk and tool at all edges, joints, and markings. Upon completion of the finishing, apply an approved curing compound to exposed surfaces. Protect the sidewalk from damage for a period of seven days.

PART 4 PAYMENT

4.01 GENERAL

Payment for the work in this section shall be included as part of the lump sum base bid amount stated in the CONTRACTOR's Proposal.

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SECTION 02721
CATCH BASINS AND INLETS

PART 1 GENERAL

1.1 WORK INCLUDED

This section covers the work necessary to furnish, install, certify and test the catch basins and inlets complete.

PART 2 PRODUCTS

2.1 CONCRETE

Concrete shall be ready-mix, in conformance with FDOT Specification Section 347, and minimum strength 3,500 psi at 28 days.

2.2 FORMS

Design and construct wood or metal forms in conformance with FDOT Specification Section 425.

2.3 EPOXY-COATED REINFORCING BARS

Deformed bars as specified herein before and in addition, conforming to ASTM A615 and ASTM A775, except as otherwise specified herein, for all reinforcing steel regardless of whether the steel is used in precast units or cast in place units. Provide a written certification to the Engineer, in accordance with Section 4.12 and 4.2.1 of ASTM A775, and a statement that the coating and coated bars have been tested as outlined in Annex A1 and meets the requirements of Annex A1 of ASTM A775. The bond strength of the coated bars shall not be less than 80 percent of the uncoated bars. Repair damaged epoxy coating per Paragraph 3.5 of this Section.

2.4 INLETS

Inlet dimensions and details of construction shall conform to FDOT Design Standards.

2.5 PRECAST INLETS, MANHOLES, AND JUNCTION BOXES

At the opinion of the CONTRACTOR, approved precast units may be substituted for cast-in-place units. Precast units shall conform to ASTM C478, FDOT Design Standards and Specification Section 449. All precast units shall have epoxy-coated reinforcing bars. Submit details of proposed units to the Engineer for review. Concrete risers for extensions shall be a maximum of 6 inches high and of the same quality as the sections. Risers shall be reviewed by Engineer before installation.

2.6 MORTAR

A. Type S masonry mortar mix shall conform to ASTM C387. Admixtures may be used not exceeding the following percentages of weight of cement: Hydrated lime, 10 percent; diatomaceous earth or other inert materials, 5 percent. Consistency of mortar shall be such that it will readily adhere to the concrete. Rapid set mortar shall be mixed with potable water. Ground water shall not be used for mixing mortar. Mortar mixed for longer than 30 minutes shall not be used.

B. For inlet castings and manhole rings, set casting in a full mortar bed composed of one part Portland cement to two parts of fine aggregate, as specified in FDOT Specification 425.

C. For brick masonry, mortar mix shall be proportioned as one part portland cement to three parts clean, well-graded sand that passes a 1/8-inch screen, as specified in FDOT Specification 425.

2.7 FRAMES AND GRATINGS

Cast iron frames and gratings for catch basins and storm drain inlets shall be as indicated. Bearing surfaces shall be clean, free from protrusions, and provide smooth surface for the grate to bear upon. Castings shall be tough, close-grained gray iron, sound, smooth, clean, free from blisters, blowholes, shrinkage, cold shuts, and all defects, conforming to ASTM A48, Class 30.

2.8 BASE ROCK

Base rock shall be crushed gravel or crushed rock, free from dirt, clay balls, and organic material, and conforming to size No. 57 graduation, as specified in the FDOT Standard Specifications, Division III – Materials, or similar accepted material. Base rock may be imported, if necessary, at CONTRACTOR's own expense. Limerock screenings or material resulting from trench excavation, except for limerock which has been crushed and graded to size as specified, will not be accepted for base rock.

PART 3 EXECUTION

3.1 EXCAVATION AND BACKFILL

Excavation as required to accomplish construction. Backfill shall be as specified for the adjoining pipe trench.

3.2 CONSTRUCTION OF CATCH BASINS AND INLETS

A. Construct inlets and catch basins at locations shown, and in accordance with the Drawings and Specifications. Construct forms to the dimensions and elevations specified. Forms shall be tight and well braced. Chamfer corners of forms.

B. Prior to placing concrete, remove all water and debris from the forms. Moisten forms just prior to placing the concrete. Handle concrete from the transporting vehicle to the forms in a continuous manner, as rapidly as practical without segregation or loss of ingredients. Immediately after placing concrete, consolidate concrete with a mechanical vibrator. Limit the duration of vibration to the time necessary to produce satisfactory consolidation without causing segregation.

C. Screed the top surface of exposed slabs and walls. When initial water has been absorbed, float the surfaces with a wood float and lightly trowel with a steel trowel to a smooth finish, free from marks or irregularities. Finish exposed edges with a steel edging tool. Remove forms and patch any defects in the concrete with mortar mixed in the same proportions as the original concrete mix.

D. Cure concrete by preventing the loss of moisture for a period of 7 days. Accomplish with a membrane-forming curing compound. Apply the curing compound immediately after removal of forms or finishing of the slabs. Protect concrete from damage during the 7-day curing period.

3.3 PLACING PRECAST UNITS

Remove water from the excavation. Place minimum six (6) inches of rock base and thoroughly compact with a mechanical vibrating roller, tamper rammer or plate compactor.

3.4 EXTENSIONS

Install extensions to height determined by Engineer. Lay risers in mortar with sides plumb and tops to grade. Joints shall be sealed with mortar, with interior and exterior troweled smooth. Prevent mortar from drying out and cure by applying a curing compound. Extensions shall be watertight.

3.5 REPAIR OF DAMAGED EPOXY COATING ON REINFORCING BARS

Damaged epoxy coating shall be repaired with patching material conforming to ASTM A775, meeting the requirements for patching material contained in Annex A2. Repair shall be done in accordance with patching material manufacturer's recommendations.

3.6 INSTALLATION OF FRAMES AND GRATES

A. Set frames and grates at elevations indicated or as determined in the field, in conformance with the Drawings and FDOT Specification Section 425.

B. Frames may be cast in place or mortar, in conformance with FDOT Specification Section 425.

3.7 CLEANING

Upon completion, clean each structure of all silt, debris, and foreign matter.

PART 4 PAYMENT

4.1 INLETS

Payment for inlets will be made at the unit price per inlet stated in the CONTRACTOR's Proposal for inlets regardless of depth, including extensions if required. No deduction will be made from the inlet price for depths less than 6 feet. Inlet depths will be measured from the top of the inlet grate at the curb to the inlet invert at the center of the inlet. Depth will be to the nearest foot as measured by the Engineer. This price shall constitute full compensation for all work required for the construction of the inlets, complete, including the bottom, top, frame and grate, and for over excavating and placing compacted six-inch layer of base rock under the inlet bottom and removal of existing inlets and assorted piping

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SECTION 02724
STORM DRAIN

PART 1 GENERAL

1.1 WORK INCLUDED

This section covers the work necessary for the storm drain and appurtenances complete.

PART 2 PRODUCTS

2.1 GENERAL

A. All storm drain pipe and perforated pipe for exfiltration trenches in the project shall be corrugated high-density polyethylene pipe or PVC drainage pipe.

B. Flexible watertight pipe adaptor for connections of pipe to storm structures, meeting the requirements of ASTM F2510 and ASTM C1478 for watertight flexible connections shall be provided.

C. Submittals are required for all products identified in this section.

2.2 CORRUGATED HIGH-DENSITY POLYETHYLENE PIPE

A. This Specification covers the specifications for corrugated high-density polyethylene pipe with smooth interior. Nominal sizes 12, 15, 18, and 24-inch are included.

B. Material: PE pipe and fittings shall meet the requirements of ASTM F2306 and FDOT Specification Section 948.

C. Pipe Dimensions: Type S pipe shall have a full circular cross section, with an outer corrugated pipe wall and a smooth inner wall.

D. Pipe Stiffness: Minimum pipe stiffness shall be five percent deflection.

Pipe Diameter (in.)	HDPE Minimum Pipe Stiffness (psi)	PVC Minimum Pipe Stiffness (psi)
12	50	46
15	42	46
18	40	46
24	34	46
30	28	46
36	22	46

E. Tests shall be in accordance with ASTM D2412 with a minimum one diameter sample length, a loading rate of 0.5 inch/min., and readings at 5 percent deflection.

F. Hydraulics: Pipe inner wall friction factor shall not be greater than Mannings "n" value 0.012.

2.3 POLYVINYL CHLORIDE (PVC) GRAVITY PIPE

A. This Specification covers the specifications for corrugated polyvinyl chloride (PVC) pipe with smooth interior. Nominal sizes 4-inch through 36-inch are included.

B. Material: PVC pipe shall meet the requirements of ASTM F949 and FDOT Specification Section 948.

C. PVC additives and fillers, including, but not limited to, stabilizers, antioxidants, lubricants, colorants, etc., shall not exceed ten parts by weight per 100 of PVC resin in the compound.

D. Plastic pipe and fittings shall meet all the requirements of AWWAC900 and shall be PVC-1120 pipe, having a cell classification 12454 in accordance with ASTM D1784.

E. Pipe four inches in diameter and larger shall be pressure rated Class 150 (DR 18) with cast iron pipe equivalent OD, in accordance with AWWA C900. Pipe shall be equipped with a push-on type joint with elastomeric gasket that meets the requirements of ASTM D3139.

F. Pipe smaller than four-inch diameter shall be PVC Schedule 80, in accordance with ASTM D1785. Schedule 80 pipe and fittings shall be threaded joint.

2.4 CONCRETE PIPE

A. Precast round or elliptical concrete drainage pipe shall meet the requirements of FDOT Specification Section 449.

B. Concrete drainage pipe shall be furnished and installed in accordance with FDOT Specification Section 430.

2.5 PIPE JOINTS

A. Polyethylene pipe joints: The pipe shall be joined by split corrugated couplings, at least seven corrugations wide and exceeding the soil tightness requirements of AASHTO Standard Specifications for Highway Bridges, Section 23 (2.23.3).

B. Polyvinyl Chloride (PVC) gravity pipe joints: Joints shall be rubber gasketed type, complying in all respects to the physical requirements of ASTM D3212 for gravity pipes. Gaskets shall conform to ASTM F477. Furnish complete information on basic gasket polymer and results of physical property tests. Lubricant for jointing shall be as approved by the pipe manufacturer.

C. Concrete pipe joints shall be made with round rubber gasket type, furnished by the pipe manufacturer, unless otherwise specified. Pipe gaskets shall conform to the requirements of FDOT Specification Section 942. Pipe manufacturer shall furnish lubricants for joints. Resilient connectors for sealing pipe joints to precast structures shall meet the requirements of ASTM C1478.

2.6 MORTAR

A. Mortar shall be standard premix mortar conforming to ASTM C387, Type S.

B. Mortar mix shall be proportioned as one part portland cement to two parts clean, well-graded sand that passes a 1/8-inch screen, as specified in FDOT Specification 425.

C. Water shall be added as directed on the bag instructions and only as necessary to produce a stiff workable mortar. Admixtures may be used, not exceeding the following percentages by weight of cement: Hydrated lime, 10 percent; diatomaceous earth or other inert materials, 5 percent. Consistency of mortar shall be such that it will adhere readily to the pipe. Rapid set mortar shall be mixed with potable water. Ground water shall not be used for mixing mortar. Mortar mixed for longer than 30 minutes shall not be used.

2.7 PIPE BEDDING AND PIPE ZONE MATERIAL

A. Pipe bedding and pipe zone material are identical and shall be crushed gravel, crushed rock, or pea rock, free from dirt, clay balls, and organic material. Crushed rock shall be size No. 57 gradation, as specified in the FDOT Specification 901. Material shall be imported at the CONTRACTOR's own expense. Limerock screenings or material resulting from trench excavation, except for limerock which has been crushed and graded to size as specified, will not be accepted for pipe bedding materials.

B. Imported pipe bedding and pipe zone materials specified in this Section are subject to the following requirements:

1. All tests necessary for CONTRACTOR to locate an acceptable source of imported material shall be made by the CONTRACTOR. Certification that the material conforms to the Specification requirements, along with copies of the test results from a qualified commercial testing laboratory, shall be submitted to the Engineer for acceptance at least 10 days before the material is required for use. All material samples shall be furnished by the CONTRACTOR, at the CONTRACTOR's sole expense. Samples shall be representative and be clearly marked to show the source of the material and the intended use on the project. Sampling of the material source shall be done by CONTRACTOR, in accordance with ASTM D75. Notify the Engineer at least 24 hours prior to sampling. Engineer may, at the Engineer's option, observe the sampling procedures. Tentative acceptance of the material source shall be based on an inspection of the source by the Engineer and/or the certified test results submitted by CONTRACTOR to Engineer, at the Engineer's discretion. No imported materials shall be delivered to the site until the proposed source and materials tests have been tentatively accepted, in writing, by Engineer. Final acceptance will be based on tests made on samples of material taken from the completed and compacted course. Completed course is defined as a course or layer that is ready for the next layer or the next phase of construction.

2. Gradation tests by CONTRACTOR shall be made on samples taken at the place of production, prior to shipment. Samples of the finished project for gradation testing shall be taken from each 1,500 tons of prepared materials or more often, as determined by Engineer, if variation in gradation is occurring, or if the material appears to depart from the Specifications. Test results shall be forwarded to Engineer, within 48 hours after sampling.

3. If tests conducted by CONTRACTOR or Engineer indicate the material does not meet Specification requirements, material placement will be terminated until corrective measures are taken. Material that does not conform to the Specification requirements and is placed in the work shall be removed and replaced at CONTRACTOR's sole expense. Sampling and testing performed by CONTRACTOR shall be done at the CONTRACTOR's sole expense.

2.8 COARSE ROCK

Perforated pipe bed shall be 12 inches, minimum, and cover shall be six inches, minimum. Coarse rock shall be as defined in Paragraph 2.7 PIPE BEDDING AND PIPE ZONE MATERIAL.

PART 3 EXECUTION

3.1 TRENCH EXCAVATION AND BACKFILL

Conform to the requirements of Section TRENCH EXCAVATION AND BACKFILL. Excess excavated material shall be removed and disposed of off the site, at CONTRACTOR's sole expense.

3.2 PREPARATION OF TRENCH

Pipe Bedding Material

1. Grade: Grade the bottom of the trench by hand to the line and grade to which the pipe is to be laid, with proper allowance for pipe thickness and for pipe bedding. Before laying each section of pipe, check the grade and correct irregularities. Trench bottom shall form a continuous and uniform bearing and support for the pipe between bell holes.

2. Granular Material for Pipe Bedding: Provide granular material for pipe bedding under all pipe. Place material in the trench to a minimum depth of six inches, to a level one-half the diameter above the bottom of the pipe barrel. Particular attention must be given to the area from the flow line to the centerline of the pipe, to ensure firm support is obtained, to prevent lateral movement of the pipe during final backfill of the pipe zone. Ahead of pipe laying, grade top of pipe bedding the full width of the trench. Bedding shall provide firm support along entire pipe length.

3. Bell (Joint) Holes: At the location of each joint, excavate bedding, where necessary to permit the bell joint to be made properly and facilitate visual inspection of the bell joint.

4. Dewatering: Conform to Section TRENCH EXCAVATION AND BACKFILL, Paragraph 3.10 REMOVAL OF WATER.

3.3 PIPE DISTRIBUTION

Distribute material on the job no faster than it can be used to good advantage. In general, distribute no more than one-day supply of material in advance of the laying, unless otherwise accepted by the Engineer. Unload pipe that cannot be physically lifted by workers from the trucks, by a forklift, or other accepted means. Do not drop pipe of any size from the bed of the truck to the ground.

3.4 PIPE PREPARATION AND HANDLING

A. Inspect all pipe and fittings prior to lowering into trench to ensure no cracked, broken, or otherwise defective materials are being used. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe, and keep clean during and after laying.

B. Use proper implements, tools, and facilities for the safe and proper protection of the work. Lower pipe into the trench, in such a manner as to avoid any physical damage to the pipe. Remove all damaged pipe from the jobsite. Do not drop or dump pipe into trenches under any circumstances.

C. Stored pipe shall be covered to protect pipe from the sun and ultraviolet radiation.

3.6 LINE AND GRADE

A. Installation of pipe shall be in accordance with manufacturer and either AASHTO Section 30 or ASTM D2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewer and Other Gravity-Flow Applications.

B. Do not deviate from line or grade, as established by Engineer, more than 1/2 inch for line and 1/4 inch for grade, provided that such variation does not result in a level or reverse sloping invert. Measure for grade at the pipe invert -- not at the top of the pipe -- because of permissible variation in pipe wall thickness.

C. All storm drains shall be laid using a laser accepted by Engineer. The beam shall be directed through the pipe. Batter boards or instrument laying will not be permitted. The laser shall be constantly shielded from the direct sun.

D. CONTRACTOR shall set offset stakes or other accepted method of controlling alignment and grade for excavation of trenches and for pipe laying. CONTRACTOR shall submit to Engineer for acceptance, in writing, his proposed method of establishing line and grade.

3.7 LAYING AND JOINTING PIPE AND FITTINGS

A. Do not permit mud and foreign material to get into the pipe. During laying operations, do not permit debris, tools, clothing, or similar items to be placed in pipes.

B. Pipe laying shall proceed upgrade with spigot ends pointing in the direction of low. After a section of pipe has been lowered into the trench, clean the ends of the pipe. Be careful in handing pipe to prevent breakage. Remove any pipe damaged, and replace at CONTRACTOR's sole expense.

C. Pipe laying shall proceed upgrade with spigot ends pointing in direction of flow. After a section of pipe has been lowered into the prepared trench, clean and lubricate the end of the pipe to be joined, the inside of the joint, and the rubber ring immediately before joining the pipe. Make assembly of the joint in accordance with the recommendations of the manufacturer of the type of joint used. Provide all special tools and appliances required for the jointing assembly.

D. After the joint has been made, check pipe for alignment and grade. Trench bottom shall form a continuous and uniform bearing and support for the pipe at every point between joints. Apply sufficient pressure in making joint, to assure that the joint is "home," as defined in the standard installation instructions provided by the pipe manufacturer. To assure proper pipe alignment and joint makeup, place sufficient pipe zone material to secure the pipe from movement before the next joint is installed. 21-inch and smaller pipe shall be laid so the inside joint space does not exceed 3/8 inch in width.

E. Take necessary precautions required to prevent excavated or other foreign material from entering the pipe, during the laying operation. When pipe laying operations are not in progress, such as, the close of the day's work or whenever the workmen are absent from the job, close and block the open end of the last laid section of pipe, to prevent entry of foreign material or creep of the gasketed joints.

F. Take all precautions necessary to prevent the "uplift" or floating of the line, prior to the completion of the backfilling operation.

3.8 BACKFILL AT THE PIPE ZONE

A. Pipe zone shall be considered to include the full width of the excavated trench from the bottom of the pipe to a point 12 inches above the outside surface of the barrel of the pipe, or to an elevation plus 2.5 feet NGVD, whichever is higher.

B. Pipe zone material, as herein before specified, shall be used for the full depth of the pipe zone and for the full width of the excavated trench.

C. Hand place coarse rock material around the pipe, in horizontal six-inch layers, thoroughly hand tamp with accepted tamping sticks, supplemented by "walking in" and slicing with a shovel. Backfill pipe zone with coarse rock, from horizontal centerline to a point 12 inches above the top outside surface of the pipe. Use particular attention in placing material on the underside of the pipe, to provide a solid backing and prevent lateral movement during the final backfilling procedure. Vibrate and compact trench.

D. Conform to Section TRENCH EXCAVATION AND BACKFILL, Paragraph 3.13, TRENCH BACKFILL ABOVE THE PIPE ZONE.

E. Detectable metallic underground tape shall be used above every underground pipe.

3.9 REMOVAL OF EXISTING UTILITY LINES AND STRUCTURES

CONTRACTOR shall furnish all labor, materials, and equipment necessary for the removal and disposal of existing sewer lines, including inlets and manholes, which are to be replaced by new construction utilizing the same trench. Existing lines to be removed are not considered worthy of salvage, and therefore will be broken up and disposed of at the nearest legally operated landfill. No payment will be made for removal of existing lines.

3.10 STORM DRAIN SYSTEM CLEANING

A. Prior to final structure-to-structure inspection by Engineer and acceptance of the storm drain system, CONTRACTOR shall completely flush or clean all parts of the system, and remove all accumulated construction debris, including rocks, gravel, and other foreign material from the storm drain system. If necessary, use mechanical rodding equipment to remove accumulated mud, silt, and all deposits from the storm sewer system, at no additional cost to the Owner.

B. Upon Engineer's final structure to structure inspection of the system, if foreign matter and other construction debris are still prevalent in the system, reflush and clean the sections and portions of the lines, as required.

3.11 MATERIAL TESTS AND INSPECTIONS

A. Deflection Test: All PVC and HDPE thermoplastic pipe shall be tested for deflection after installation and backfill, by pulling a round plug equal to 95 percent of pipe inside diameter, as defined in Appendices of ASTM D3034, through the completed pipeline. Mandrel shall be of a design that provides accurate measure of excess deflection, regardless of orientation. Mandrel testing shall be performed not less than 30 days after complete pipe installation.

B. Lamping Test: Engineer shall perform lamp test of all installed pipelines, prior to putting system into service, to verify alignment of pipeline. Lamp test shall be performed after CONTRACTOR has thoroughly cleaned the pipeline, to the satisfaction of Engineer. CONTRACTOR shall facilitate lamp testing, including pipeline cleaning, access to inlets, provide ladders, flashlights, mirrors, etc. Should the lamp test indicate an alignment problem, Engineer shall be the sole judge of the need for pipe replacement.

C. Hydrostatic Testing: Hydrostatic pressure test of all pipelines and inlets shall be performed by CONTRACTOR. All pipelines, inlets and manholes shall be plugged and filled with clean water. Visual reduction of more than two-inches in two hours will indicate repairs are required.

3.12 CONNECTION TO EXISTING PIPING AND EQUIPMENT

A. CONTRACTOR shall verify exact location, material, alignment, joint, etc. of existing piping, prior to making connections specified on the Drawings. Verifications shall be performed by CONTRACTOR within adequate time to correct any potential alignment or other problems prior to the actual time of connection.

B. At the time a new connection is made to an existing pipeline, piping extending to, and including a new valve at a convenient location, shall be installed.

C. Where necessary or required for the purpose of making connections, CONTRACTOR shall cut existing pipelines in a manner to provide an approved joint. Where required, CONTRACTOR shall weld flanges, provide couplings, or fabricate special fittings as required.

D. Where connections are to be made to existing pipelines and existing equipment is to be reused in the work, pipe and fittings shall be sand-blasted and cleaned, and mating surfaces shall be properly prepared. CONTRACTOR may not reuse bolts, nuts, washers or gaskets, and shall provide new bolts, nuts, washers or gaskets, and appurtenances necessary to make sound connections.

PART 4 PAYMENT

4.1 GENERAL

Payment for the work in this section will be included as part of the unit price bid amount stated in the Proposal. Payment for pipe will be based upon the unit price per linear foot stated in CONTRACTOR's Proposal for the classes, types, and sizes of pipe required and installed, as shown. Payment for pipe will be on a linear foot basis on the actual number of feet installed, as measured by the Engineer. Pipe lengths through inlets or manholes will be deleted from length for payment. Unit price per linear foot shall constitute full compensation for the pipe, in place, backfill in the pipe zone, and all other work specified.

Engineer will withhold full payment on any section of pipe deemed unsatisfactory due to excessive leakage, unsatisfactory line and grade, or any other cause until such defects have been corrected in accordance with the intent of these Contract Documents. Final payment for the pipe placed will not be made until the pipe has successfully passed all testing.

No final payment will be made until all the correspondent Certificates and test results are submitted for approval.

If flow measurements or visual inspection within two years covered by the Performance Bond indicates that any section of the storm drain system, although originally accepted, is actually not acceptable due to subsequent excessive leakage, then the CONTRACTOR shall repair or replace the affected portion. It is understood that should the CONTRACTOR fails to do such work as required, the Surety shall be liable for said costs of repair or replacement.

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SECTION 02731
ROADWAY SIGNS

PART 1 GENERAL

1.1 WORK INCLUDED

A. This section covers the work necessary for establishing a standard of signs, including furnishing and placing of signs and posts.

B. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the work specified herein and are mandatory for this project.

C. Areas disturbed by the CONTRACTOR whether inside or outside the limits of the construction area shall be restored in accordance with this section. Areas outside the limits of construction shall be restored at the CONTRACTOR'S sole expense.

1.2 SUBMITTALS

Shop Drawings: Product labels/data sheets.

PART 2 PRODUCTS

2.1 SIGNS

A. Signs shall be 0.080" 5052 H38 aluminum alloy, etched with alodine 1200E process. Finish shall be high intensity.

B. Color and dimensions shall be standard MUTCD compliant.

2.2 POSTS

A. Frangible supports: Provide posts for all frangible sign assemblies consisting of aluminum tubes up to 3-1/2 inches outside diameter with 3/16 in. wall thickness, in accordance with FDOT Roadway and Traffic Design standards, Index Nos. 11860 through 11865 for frangible sign supports.

B. Provide all single column signs mounted on a tubular post, with a foundation, with a standard extruded aluminum sign bracket clamped on the post 12 inches below grade. Match bracket size with the post diameter.

PART 3 MATERIALS

3.1 CONCRETE

Concrete shall meet the requirements specified in FDOT Specification 346. For footings, use Class II concrete, minimum strength 3,400 psi at 28-day.

3.2 ALUMINUM MATERIALS

A. Aluminum materials shall have surface appearance and protection as specified in FDOT Specification 965.

B. Channels: For aluminum channels, meet the requirements of ASTM B 308 [ASTM B 308M].

C. Bolts, Nuts, and Lock Washers: Bolts and nuts shall be aluminum, meeting the requirements of ASTM B211. Aluminum washers shall be Alclad 2024-T4, not anodized, meeting ASTM B209. Lock-nuts shall have anodic coating of at least 0.0002 inch thick, and chromate sealed.

3.3 STEEL

A. Structural steel, bolts, nuts, and washers shall be hot dip galvanized after fabrication. Perform hot dip galvanizing in accordance with ASTM A123 [ASTM A 123M] or ASTM A153 [ASTM 153M]. Galvanized steel members shall meet the requirements of FDOT Specification.

B. Specific Uses of Aluminum and Galvanized Steel: Use aluminum bolts nuts, and hardware to connect parts of the cast base. Use galvanized steel anchor bolts, nuts and washers to anchor base plates to concrete bases. As permitted by the Engineer, galvanized steel parts shall be allowed, as an alternate to aluminum.

PART 4 EXECUTION

4.1 ACCEPTANCE OF SIGNS

A. Manufacturer's Certification and Recommendations: Material Certificates for all signs shall be provided by the manufacturer, to certify the delivered signs conform to this Section and provide recommendations for storage and repair.

B. Packaging and Shipping: Manufacturer shall package and ship signs in a manner which will minimize damage.

C. Storage of Signs: Signs shall be stored in accordance with the manufacturer's recommendations.

D. Sign Inspection: Engineer shall inspect all signs for conformance with this Section, prior to, and following, installation. CONTRACTOR shall repair and/or replace signs deemed unacceptable by the Engineer, at no expense to the City.

E. Imperfections and Repairs: Repair and replace signs containing imperfections or damage, regardless of the kind, type, or cause of the imperfections or damage. CONTRACTOR shall make repairs according to the manufacturer's recommendations and to the satisfaction of the Engineer. CONTRACTOR shall make completed repairs that provide a level of quality necessary to maintain the service life warranty of the sign and are satisfactory in appearance to the Engineer.

4.2 FOOTINGS FOR SIGNS, POSTS, AND SUPPORTS

A. Excavation and Backfilling: Perform excavation and backfilling for the footings in accordance with Section 125, with the exceptions that no specific density is required and that the backfill may be tamped in 4 inches maximum layers. Use material that is at near optimum moisture and neither dry or saturated, and tamp to the extent directed by the Engineer. The City may require that the backfilling be done with poured concrete.

B. Removal of Footings: When existing ground mounted signs are to be modified or removed, CONTRACTOR shall remove supports and footings, following removal of sign panel from the assembly. Footings shall be removed to a minimum depth of 12 inches below the ground surface. CONTRACTOR shall include the cost for sign, post, and footing removal in the Contract unit price of the item to which it is incidental.

PART 5 PAYMENT

A. Quantities to be paid will be the number of roadside traffic signs of each designated class of assembly, complete.

B. Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs.

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SECTION 02900
GENERAL TREE PLANTING AND MAINTENANCE

PART 1 PLANTING

A. Site factors which influence long-term survivability should be considered, such as overhead and underground utilities, sidewalks, signage conflicts, traffic visibility, light poles etc.

B. Synthetic or non-degradable materials, such as nylon rope or treated burlap, should be removed from the root ball prior to planting. Biodegradable material should be removed from the upper 1/3 of the root ball and shall not extend above the soil, where materials will as a wick and dry the soil. Remove ropes and cut-back the top portion of the wire basket and loops, after the tree is set in the hole.

C. Excavate a hole for the root ball, at least 3-5 times the diameter of the root ball, and to the same depth as the root ball.

D. Position landscape materials and tree in the center of the hole, with the top of the soil ball even with the surrounding ground.

E. Backfill with non-contaminated soil from the planting site. Concrete washout contaminated soil shall not be allowed. Large rocks, greater than two-inch diameter, shall be removed. Saturate the hole with water, during the planting backfill process.

F. Water planted landscape material thoroughly, to remove air pockets, secure the soil around the roots, and provide root moisture and nourishment.

G. Rake soil evenly around entire planting area, and restore the planted site to pre-construction conditions, or better, as indicated in the Contract Documents.

PART 2 MULCHING

CONTRACTOR shall mulch to an area at least three times the diameter of the root ball, to a depth of four inches with wood chips, bark mulch, shredded mulch leaves, or pine needles, and replenish mulch as necessary.

PART 3 STAKING

A. CONTRACTOR shall stake landscape plant material, as necessary to prevent wind throw damage, vandalism, or as directed by ENGINEER. Wire staking shall not be allowed, including garden hose enclosed wire.

B. Flexible materials, such as strapping or commercially available ties that gives as tree diameter increases, shall be used to stake plant material. Biodegradable material is recommended.

PART 4 PRUNING

A. Dead, damaged, and rubbing or cross branches may be removed from landscape material, at the time of planting.

B. Sucker sprouts shall be removed from the base of the all trees to be planted.

C. No more than one-third of the crown of any tree shall be removed, at any time.

PART 5 MAINTENANCE

A. Begin maintenance immediately following installation. Inspect trees at least once a week, during the installation and establishment period. Establishment date shall commence on the date that inspection by the Engineer indicates the tree furnished under this contract has been satisfactorily installed. Establishment period shall continue for a minimum 120 days.

B. CONTRACTOR shall establish a regular watering that includes slow deep watering. Watering shall be on an as needed basis, as recommended, and during extremely hot or dry periods. CONTRACTOR shall water surrounding soil areas to promote root spread. CONTRACTOR shall be responsible for frequency of watering, to maintain soil moisture and tree health.

C. CONTRACTOR shall provide landscape maintenance, to include fertilizer/herbicide applications, watering, weeding, pruning, and stake and guy wire adjustment, for all newly planted and relocated trees and landscape materials, for the establishment period.

D. Final inspection and acceptance will be made upon written request from the CONTRACTOR, at least ten (10) days prior to the last day of the tree establishment period. Warranty period of at least two years shall begin at the establishment date.

PART 6 TREE REMOVAL

CONTRACTOR shall completely remove and properly dispose of landscape materials, trees and their roots, as shown on the Contract Documents and as directed by Engineer.

PART 7 PAYMENT AND WARRANTY

A. Unit prices and payment for tree transplanting and new tree planting will be full compensation for installation of tree and landscape materials, and include all materials, equipment and labor necessary to plant the trees, and perform all maintenance, including watering and landscape health maintenance, pruning, and fertilizer/herbicide application. Unit price for each new or additional tree or landscape materials will be determined by adding 25% to the Supplier's invoice.

B. CONTRACTOR shall replace landscape materials and trees that fail to establish properly during the establishment period, within three weeks notification.

C. CONTRACTOR shall replace landscape materials and trees that do not survive the warranty period. Replaced landscape materials and trees shall have the same maintenance period and new period of warranty as the original plantings.

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SECTION 02930
FINISH GRADING AND GRASSING

PART 1 GENERAL

1.1 WORK INCLUDED

A. This section covers the work necessary for establishing a standard of grass, including furnishing and placing of grass sod, and fertilizing, watering, and maintenance of sodded areas.

B. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the work specified herein and are mandatory for this project.

C. Areas disturbed by the CONTRACTOR whether inside or outside the limits of the trench area shall be restored in accordance with this Section. Areas outside the limits of trench shall be restored at the CONTRACTOR'S sole expense.

1.2 SUBMITTALS

A. Shop Drawings: Product labels/data sheets.

B. Quality Control Submittals: Certification of sod, include source harvest, date of sod, and sod seed mix.

PART 2 PRODUCTS

2.1 FERTILIZER

Commercial Fertilizer: A complete plant food, containing twelve percent nitrogen, eight percent available phosphoric acid, and eight percent potash, at least fifty percent of the phosphoric acid shall be from normal super phosphate or an equivalent source, which will have a minimum of two units of sulfur. Fertilizer shall be uniform in composition, dry, free flowing, and delivered in original, unopened containers bearing manufacture's guaranteed analysis.

2.2 SOD

A. Sod shall be grown by a certified turf nursery. CONTRACTOR shall inform the owner as to the source of the sod to be used prior to ordering and delivery of sod.

B. Sod shall be bahiagrass, free of weeds or growth detrimental to economical maintenance, proper establishment, or appearance of completed turf. It shall be well matted with roots and certified in writing to be free of weeds and mole crickets by the supplier. Mow to height of 3 inches before lifting.

C. Dimensions: Sod shall be taken up in commercial-size rectangles, 12 inches by 24 inches or larger, except where the Contract Documents require six-inch strip sod.

2.3 WATER

Water used in grassing operations may be obtained from FKAA. CONTRACTOR shall make all arrangements and pay for all water costs required for the establishment and maintenance of grass.

2.4 TOPSOIL

Topsoil shall consist of a 50/50 ratio mixture of sand or crushed limerock screening or tailings of a graduation similar to coarse sand and organic material.

PART 3 EXECUTION

3.1 INSTALLATION

A. These areas shall be fine graded to achieve the finished subgrade after compaction which shall be obtained by rolling, dragging, or by an approved method which obtains an equivalent compaction to that produced by a hand roller weighing from 75 to 100 pounds per foot of width. All depressions caused by settlement or rolling shall be filled with additional existing or furnished topsoil and re-graded and prepared, as specified above, until it presents a reasonably smooth and even finish as the required sod subgrade.

B. All sod furnished shall be living sod, containing at least 70 percent of thickly matted grasses, as specified and free from noxious weeds.

C. No broken pads or torn or uneven ends will be accepted. Standards size sections of sod shall be strong enough to support own weight and retain their size and shape, when suspended vertically with a firm grasp on the upper 10 percent of the section. Sod shall not be harvested when its moisture content (excessively wet or dry) may adversely affect its survival.

D. Sod shall be harvested, delivered, and installed within a period of 36 hours. Sod not installed within this time period shall be subject to inspection and rejection by owner, and shall be removed from the site and a fresh sod supply shall be furnished at no extra cost to the owner.

E. The sub-grade shall not be moist at time of installation; however, it should contain sufficient moisture so as not to be powdery or dusty, both as determined by the supplier’s representative.

F. Overlapping of existing lawn with new sod along limit of work lines will not be permitted. Sod shall be laid in stripes, edge, with the lateral joints staggered. All minor or unavoidable openings in the sod shall be closed with sod plugs or with topsoil, as directed by the Engineer. Sod laid with joints determined to be too large shall be lifted and re-laid as specified herein, at no extra cost to the owner.

G. Immediately after sod is laid, sod shall be watered thoroughly by hand or mechanical sprinkling, until the sod and at least 2 inches of the top soil bed have been thoroughly moistened.

H. CONTRACTOR shall be responsible to furnish his own supply of water to the site at no extra cost. CONTRACTOR shall apply for temporary water meter and pay for water used at current utility billing rates, or furnish adequate water supplies at his own cost. All sod damaged by lack of, or use of too much, water shall be the CONTRACTOR's responsibility to correct.

3.2 MAINTENANCE

A. Maintenance Period: Begin maintenance immediately after each portion of grass is planted and continued for eight (8) weeks after all planting is completed.

B. Maintenance Operations: Maintenance shall include watering as specified, weeding and removal of stones, which may appear. All bare or dead spots which become apparent shall be properly prepared, limed and fertilized, and resodded at CONTRACTOR's expense as many times as necessary to secure a good growth. Mow to three inches after grass reaches four inches in height, and mow frequently enough to keep grass from exceeding 3-1/2 inches. Weed by local spot application of selective herbicide only after first planting season when grass is established.

C. Take whatever measures are necessary to protect the sod while it is developing. These measures shall include furnishing warning signs, barriers, or any other necessary measures of protection.

D. If, at the end of the eight-week maintenance period, a satisfactory stand of grass has not been produced, CONTRACTOR shall renovate and resod all unsatisfactory portions, immediately.

3.3 INSPECTION FOR ACEPTANCE

Eight weeks after the start of maintenance on the last section of completed grass and on written notice from CONTRACTOR, ENGINEER will, within 15 days of such a written notice, make an inspection to determine if a satisfactory stand has been produced. If a satisfactory stand has not been established, another inspection will be made after written notice from CONTRACTOR stating grass is ready for inspection.

3.4 PAYMENT

A. Payment for grading shall be included in the unit price for sidewalk installation earthwork.

B. Payment for sod shall be at the unit price in the bid.

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SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)

120-1 Description.

120-1.1 General: *Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.*

Earthwork and related operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: *Performance of Earthwork Operations will fall into one of the following Earthwork Categories:*

120-1.2.1 Earthwork Category 1: *Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.*

120-1.2.2 Earthwork Category 2: *Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.*

120-1.2.3 Earthwork Category 3: *Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.*

120-2 Classes of Excavation.

120-2.1 Excavation of Unsuitable Material: *Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.*

120-2.2 Lateral Ditch Excavation: *Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.*

120-2.3 Channel Excavation: *Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.*

120-2.4 Excavation for Structures and Pipe: *Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.*

120-3 Excavation Requirements.

120-3.1 Excavation and Replacement of Unsuitable Materials*: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.*

120-3.2 Lateral Ditch Excavation: *Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.*

120-3.3 Channel Excavation: *Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.*

120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: *Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.*

120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: *When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.*

120-3.4.2.2 Foundation Piles: *Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.*

120-3.4.2.3 Removal of Obstructions: *Remove boulders, logs, or any unforeseen obstacles encountered in excavating.*

120-3.4.3 Rock Excavation: *Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.*

120-3.4.4 Pipe Trench Excavation: *Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.*

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: *Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.*

120-4.2 Disposal of Muck on Side Slopes: *As an exception to the provisions of*

120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: *Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.*

120-4.4 Disposal Areas: *Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.*

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: *Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.*

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: *Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.*

120-5.3 Authorization for Use of Borrow: *Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.*

120-5.3.1 Haul Routes for Borrow Pits: *Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.*

Arrange for the use of all non-public haul routes crossing the property of any

railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: *When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.*

120-5.4 Materials Used at Pipes, Culverts, etc.: *Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.*

120-6 Embankment Construction.

120-6.1 General: *Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.*

120-6.2 Dry Fill Method:

120-6.2.1 General: *Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.*

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines: *Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.*

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: *Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.*

120-6.2.1.3 Equipment and Methods: *Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.*

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: *Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.*

120-6.2.3 Placing on Steep Slopes: *When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.*

120-6.2.4 Placing Outside Standard Minimum Slope: *Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed*

within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: *When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.*

120-6.3.2 Excess Material: *Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.*

120-6.3.3 Protection of Openings in Embankment: *Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.*

120-7 Compaction Requirements.

120-7.1 Moisture Content: *Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.*

120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: *The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.*

120-7.2.2 Earthwork Category 3 Density Requirements: *The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.*

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: *Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.*

120-7.2.4 Compaction Where Plastic Material Has Been Removed: *Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.*

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: *Do not compact embankment material which will be incorporated into a pavement, base course, or*

stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: *For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.*

120-7.2.7 Compaction of Grassed Embankment Areas: *For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.*

120-7.3 Compaction of Subgrade: *If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.*

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for all Structures:

120-8-1.1 General: *Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.*

129-8.1.2 Equipment and Methods: *Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.*

120-8.1.3 Backfill Materials: *Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.*

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: *In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.*

120-8.1.5 Time of Placing Backfill: *Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.*

120-8.1.6 Placement and Compaction: *When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.*

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: *Where the backfill material is deposited in water, obtain a 12 inch layer*

of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: *For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.*

120-8.2.3 Other Limited Areas: *Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.*

120-8.2.4 Culverts and Piers: *Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.*

120-8.2.5 Compaction Under Wet Conditions: *Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.*

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

120-8.3.1 General: *Trenches for pipe may have up to four zones that must be backfilled.*

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: *Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.*

120-8.3.2.2 Soil Envelope: *In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.*

120-8.3.2.3 Top Zone: *Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.*

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: *Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.*

120-8.3.3.2 Bedding Zone: *If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.*

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the

density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: *Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.*

120-8.3.3.4 Top Zone: *Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.*

120-8.3.4 Backfill Under Wet Conditions: *Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.*

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that it's moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 Acceptance Program.

120-9.1 Density over 105%: *When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.*

120-9.2 Maximum Density Determination: *The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.*

120-9.3 Density Testing Requirements: *Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).*

120-9.4 Soil Classification: *The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.*

120-9.5 Acceptance Criteria: *The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:*

1) embankment constructed by the hydraulic method as specified in 120-6.3;
2) material placed outside the standard minimum slope as specified in 120-6.2.4;
3) other areas specifically excluded herein.

120-9.6 Frequency: *The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.*

Test Name	*Frequency*
Maximum Density	*One per soil type*
Density	*1 per 500' RDWY (Alt Lift)*
Soil Classification	*One per Maximum Density*

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: *Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:*

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.

2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.

3. Shape the bottom of ditches so that the ditch impounds no water.

4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: *Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.*

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 Excavation: *Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.*

120-12.2 Embankment: *Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.*

120-13 Basis of Payment.

120-13.1 General: *Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and*

compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: *The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.*

120-13.3 Embankmen*t: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.*

SECTION 334
HOT MIX ASPHALT FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: *Construct a Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use a HMA mix that meets the requirements of this specification*

334-1.2 Asphalt Work Mix Categories: *Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:*

334-1.2.1 Asphalt Work Category 1: *Includes the construction of bike paths and miscellaneous asphalt.*

334-1.2.2 Asphalt Work Category 2: *Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.*

334-1.2.3 Asphalt Work Category 3: *Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.*

334-1.3 Mix Types: *Use the appropriate HMA mix as shown in Table 334-1.*

Table 334-1
HMA Mix Types

Asphalt Work Category	*Mix Types*	*Traffic Level*	*ESALs (millions)*
1	*Type SP-9.5*[(1)]	*A*	*<0.3*
2	*Structural Mixes: Types SP-9.5 or SP-12.5*[(1)] *Friction Mixes: Types FC-9.5 or FC-12.5*[(1)]	*B*	*0.3 to <3*
3	*Structural Mixes: Types SP-9.5 or SP-12.5* *Friction Mixes: Types FC-9.5 or FC-12.5*	*C*	*≥3*

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Department's Standard Specifications for Road and Bridge Construction.

334-1.4 Gradation Classification: *HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334-3.2.2. Use only fine mixes.*

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:
Type SP-9.5, FC-9.5 ..... 9.5 mm
Type SP-12.5, FC-12.5 ..... 12.5 mm

334-1.5 Thickness: *The total pavement thickness of the HMA pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement*

thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2) = t \times G_{mm} \times 43.3$$

where: t = *Thickness (in.) (Plan thickness or individual layer thickness)*
G_{mm} = *Maximum specific gravity from the mix design*

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: *Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:*

Type SP-9.5, FC-9.5 ..... 3/4 – 1-1/2 inches
Type SP-12.5, FC-12.5 ..... 1 1/2 – 2-1/2 inches

334-1.5.2 Additional Requirements: *The following requirements also apply to HMA mixtures:*

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased by 1/2 inch, unless called for differently in the Contract Documents.

334-1.6 Weight of Mixture: *The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.*

334-2 Materials.

334-2.1 Superpave Asphalt Binder: *Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Qualified Products List (QPL). If the Contract calls for an alternative binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.*

334-2.2 Aggregate: *Use aggregate capable of producing a quality pavement.*

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,

2. A combination of up to 20% RAP and the remaining fine aggregate from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: *RAP may be used as a component of the asphalt mixture, if approved by the Engineer. Usage of RAP is subject to the following requirements:*

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: *Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.*

334-2.3.3 Asphalt Binder for Mixes with RAP: *Select the appropriate asphalt binder grade based on Table 334-2. Maintain the viscosity of the recycled mixture within the range of 5,000 to 15,000 poises.*

Table 334-2 *Asphalt Binder Grade for Mixes Containing RAP*	
Percent RAP	*Asphalt Binder Grade*
< 20	*PG 67-22*
20 – 29	*PG 64-22*
≥ 30	*Recycling Agent*

334-3 Composition of Mixture.

334-3.1 General: *Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.*

334-3.2 Mix Design:

334-3.2.1 General: *Design the asphalt mixture in accordance with AASHTO R 35-09, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.*

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: *Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-07, Table 3. Aggregates from various sources may be combined.*

334-3.2.2.1 Mixture Gradation Classification: *Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-07, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-07, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes.*

334-3.2.3 Gyratory Compaction: *Compact the design mixture in accordance with*

AASHTO T312-09. Use the number of gyrations as defined in AASHTO R35-09, Table 1.

334-3.2.4 Design Criteria: *Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-07, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-07, Table 6.*

334-3.2.5 Moisture Susceptibility: *Test 4 inch specimens in accordance with FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List or hydrated lime in order to meet these criteria.*

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

334-3.2.6 Additional Information: *In addition to the requirements listed above, provide the following information on each mix design:*

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the materials to be used.

3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

334-4 Process Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: *Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.*

334-5.2 Limitations of Laying Operations:

334-5.2.1 General: *Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, and properly cured, and is dry.*

334-5.2.2 Air Temperature: *Spread the mixture only when the air temperature in the shade and away from artificial heat is at least 40ºF for layers greater than 1 inch (100 lb per square yard) in*

thickness and at least 45ºF for layers 1 inch (100 lb per square yard) or less in thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb per square yard or less is 50ºF.

334-5.3 Mix Temperature: *Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range.*

334-5.4 Transportation of the Mixture: *Transport the mixture in vehicles previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use diesel fuel or any other hazardous or environmentally detrimental material as a coating for the inside surface of the truck body. Cover each load at all times.*

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: *Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.*

334-5.5.2 Patching and Leveling Courses: *As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.*

334-5.5.3 Application over Surface Treatment: *Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.*

334-5.5.4 Tack Coat: *Use a rate of application as defined in Table 334-3. Control the rate of application to be within plus or minus 0.01 gal. per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using RA-550, multiply the target rate of application by 0.6.*

Table 334-3
Tack Coat Application Rates

Asphalt Mixture Type	*Underlying Pavement Surface*	*Target Tack Rate (gal/yd^2)*
Base Course, Structural Course, Dense Graded Friction Course	*Newly Constructed Asphalt Layers*	*0.02 minimum*
	Milled Surface or Oxidized and Cracked Pavement	*0.06*
	Concrete Pavement	*0.08*
Open Graded Friction Course	*Newly Constructed Asphalt Layers*	*0.05*
	Milled Surface	*0.07*

334-5.6 Paving:

334-5.6.1 Alignment of Edges: *With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.*

334-5.6.2 Rain and Surface Conditions: *Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.*

334-5.6.3 Checking Depth of Layer: *Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.*

334-5.6.4 Hand Spreading: *In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.*

334-5.6.5 Spreading and Finishing: *Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.*

334-5.6.6 Thickness Control: *Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.*

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by ±50 lbs per sy for layers ≥ 2.5 inches or exceeds the target spread rate by ±25 lbs per sy for layers < 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: *Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.*

334-5.7.2 Spreading Leveling Courses: *Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.*

334-5.7.3 Rate of Application: *When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.*

334-5.8 Compaction: *For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.*

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints.

334-5.9.1 Transverse Joints: *Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.*

334-5.9.2 Longitudinal Joints: *For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive*

layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: *Construct a smooth pavement with good surface texture and the proper cross slope.*

334-5.10.1 Texture of the Finished Surface of Paving Layers: *Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.*

334-5.10.2 Cross Slope: *Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.*

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509.

334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: *Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.*

334-5.10.3.1.2 Final (Top) Pavement Layer: *At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.*

334-5.10.3.1.3 Straightedge Exceptions: *Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.*

334-5.10.4 Correcting Unacceptable Pavement: *Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides of the defective area for the full width of the paving lane, at no additional cost.*

334-6 Acceptance of the Mixture.

334-6.1 General: *The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:*

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: *On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.*

334-6.3 Certification and Process Control Testing by the Contractor: *On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead*

to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material. .

334-6.3.1 Process Control Sampling and Testing Requirements: *Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.*

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4
Process Control and Acceptance Values

Characteristic	*Tolerance*
Asphalt Binder Content (percent)	*Target ± 0.55*
Passing No. 8 Sieve (percent)	*Target ± 6.00*
Passing No. 200 Sieve (percent)	*Target ± 2.00*
Roadway Density (daily average)	*Minimum 91.5% of Gmm*
Roadway Density (any single core)	*Minimum 88.0 % of Gmm*

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: *On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.*

334-6.4.1 Acceptance Testing Exceptions: *When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.*

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths,

crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: *Price and payment will be full compensation for all the work specified under this Section.*

SECTION 580
LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM)

580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

580-3 Specific Requirements for the Various Plant Designations.

580-3.1 Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):

580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches or greater in diameter and certify such fact on accompanying invoices.

580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and Standards for Nursery Plants."

580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

580-4 Planting Requirements.

580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the

planting period.

When so directed, form a water ring 6 inches in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

580-5 Staking and Guying.

580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch diameter and smaller than 2 inches diameter with a 2 by 2 inch stake, set at least 2 feet in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches caliper and smaller than 3 1/2 inches caliper with two 2 by 4 inch stakes, 8 feet long, set 2 feet in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 1/2 inches caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch stakes, driven into the ground such that the top of the stake is at least 3 inches below the finished ground.

580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch stake pads.

580-6 Tree Protection and Root Barriers.

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

580-7 Pruning.

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

580-8 Mulching.

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

580-9 Disposal of Surplus Materials and Debris.

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

580-10 Contractor's Responsibility for Condition of the Plantings.

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

580-11 Plant Establishment Period.

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

580-12 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

580-13 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section.

DIVISION 3

CONCRETE

SECTION 03001
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 RELATED DOCUMENTS:
Drawings and general provisions of Contract, including General and Supplementary Conditions and other Divison-1 Specification Sections, apply to this Section.

1.02 DESCRIPTION OF WORK:
A. Formwork, shoring, bracing, and anchorage.
B. Concrete reinforcement and accessories.
C. Cast-in-place concrete.
D. Non-shrink grout.

1.03 CONCRETE SAMPLING AND TESTING:
Concrete work that includes placement and/or construction of structural cast-in-place concrete shall be randomly sampled from each 200 cubic yards or one day's production, to determine the plastic properties and to make cylinders to ensure design compressive strength meets the requirements, as specified in the Contract Documents.

A. Testing and analysis of concrete shall be performed in accordance with ACI-301 Specifications for Structural Concrete, latest edition.

B. Submit proposed mix design for each class of concrete to appointed firm for review prior to commencement of work.

C. Testing firm shall perform slump and air entrainment tests and take cylinders, in accordance with ACI 301 Specifications for Structural Concrete, latest edition.

D. Tests of cement and aggregates shall be performed to ensure conformance with requirements stated herein.

E. One slump test and one air content test will be taken for each set of test cylinders taken.

1.04 SUBMITTALS:
Submit shop drawings for reinforcing steel, in accordance with Division 1, General Requirements, Section 01001, Part 7, Submittals During Construction.

A. Indicate reinforcement sizes, spacing, locations and quantities of reinforcing steel, bending and cutting schedules, splicing, and supporting and spacing devices.

PART 2 PRODUCTS

2.01 FORM MATERIALS:
A. Form materials shall be of good quality, straight and true, in accordance with ACI 301 Specifications for Structural Concrete, latest edition.

B. Chamfer strips shall be 3/4 inch made from molded plastic or wood, provided and kept in good condition as to produce uniform chamfered edges.

C. Form ties and accessories shall be commercially manufactured types. The portion of ties cast into concrete shall not extend closer than 3/4 inch to finished surface of concrete.

D. Form coating material shall be non-staining type that prevents bond with concrete and prevents absorption of water by forms.

E. Epoxy patching compound shall be two component aggregate filled epoxy resin concrete patching compound.

2.02 FILL

AGGREGATES: Fine and coarse aggregates shall be regarded as separate ingredients. Each size of coarse aggregate, as well as the combination of sizes when two or more are used, shall conform to ASTM C33 and appropriate grading requirements of the applicable ASTM specifications.

GRANULAR FILL: Natural sand not having any piece of material larger than 1-inch, free from dirt, clay balls, or organic material, well graded from coarse to fine, containing sufficient finer material for proper compaction, and less than ten (10) percent by weight passing the No. 200 sieve. Payment shall be per the unit Price bid.

EARTH FILL: Earth must be free from rocks 2-inches or larger and other foreign materials. Earth fill is incidental to contract prices and may be obtained from the work sites.

2.03 REINFORCING STEEL:

Steel Bars for Concrete Reinforcement: ASTM A615, 60 ksi yield grade billet steel deformed bars, uncoated finish.

Steel Welded Wire Reinforcement for Concrete: Plain type, ASTM A185; coiled rolls; uncoated finish.

2.04 CONCRETE MATERIALS:

A. Portland Cement: ASTM C150, normal – Type 1 Portland, Grey color.
B. Concrete Aggregates (fine and coarse): ASTM C33.
C. Water: Clean and not detrimental to concrete.

2.05 ADMIXTURES:

Air-Entraining Admixtures for Concrete: ASTM C260

2.06 ACCESSORIES:

A. Vapor Barrier (PE sheeting): ASTM D2103, 6 mil thick clear polyethylene film.

B. Non-Shrink Grout: premixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents, capable of minimum compressive strength of 5,000 psi.

C. Dovetail Anchor Slots: Galvanized steel; foam filled, release tapes; sealed slots; bent tab anchors.

D. Waterstops: Polyvinyl chloride; heat sealed joints.

2.07 CURING MATERIALS:

A. Water: Fresh (non-saline), clean and drinkable. Mixing water shall not contain chloride ions when combined with aggregates.

B. Liquid Membrane-Forming Curing Compound for Concrete: ASTM C309.

C. Clear Sealer Hardener: Chemhard or Fluohard by L7M Construction Chemicals, Inc.; Masterseal by Master Builders; Spartan Cote Cure-Seal-Hardener by the Burke Company.

2.08 READY-MIXED CONCRETE:

A. Ready-Mixed concrete in accordance with ASTM C94.

B. Concrete
   1. Compressive Strength (28 days): 3,500 psi
   2. Slump: Not less than 2” and not more than 5”.

PART 3 EXECUTION

3.01 FORMWORK ERECTION:

A. Verify lines, levels, and measurements before proceeding with formwork.

B. Preparation of subgrade for slabs on ground shall conform to the requirements of ACI 301, latest edition.

C. Earth forms are not allowed.

D. Align form panels on each side of the panel joint with fasteners common to both panels. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts. Construction Joints shall conform to the requirements of ACI 301, latest edition.

E. Formwork shall be designed and erected in accordance with the requirements of ACI 301, latest edition. Smooth form liners that eliminate surface irregularities shall be used with steel framed panel forms.

F. Edge forms and pipe screeds shall support vibrating or roller pipe screeds. Concrete surface shall be aligned to contour screeds by the use of strike-off templates or approved compacting type screeds.

G. All form surfaces shall be prepared in accordance with ACI 301, latest edition. All form surfaces shall be coated with specified coating material, in accordance with the manufacture's instructions prior to install of reinforcing steel. Form release agents are not allowed, where

concrete surfaces receive special finishes or applied coatings that may be affected by form release agent.

3.02 REINFORCEMENT:

A. Clean reinforcement of loose rust and mill scale, earth, and other materials that destroy bond with concrete.

B. Place, support, and secure reinforcement against displacement.

C. Install welded wire fabric in as long lengths as practical. Lap joints at least one full mesh and lace with wire. Hold mesh to top of slab when pouring cone.

3.03 PLACING CONCRETE:

A. Conveying of concrete shall conform to the requirements of ACI 301, latest edition. Concrete truck traffic will not be permitted over reinforcing steel or vapor barrier.

B. Depositing of concrete shall conform to the requirements of ACI 301, latest edition. Concrete shall not be placed on subgrade or forms more rapidly than it can be spread, straightened and floated. Size of finishing crews shall be planned with regard to the effects of concrete temperature and weather conditions on the rate of hardening, to avoid cold joints.

C. Concrete in slabs shall be thoroughly consolidated using vibrating screeds, roller pipe screeds, internal vibrators, or other approved means.

D. Notify the City a minimum 24 hours prior to commencement of concrete placement operations.

PART 4 PAYMENT

Payment shall be made at the unit price stated in the proposal, to include labor, equipment and materials.

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SECTION 03002
CONCRETE PLACEMENT, CURBS AND SIDEWALKS

PART 1 SCOPE

1.1 WORK INCLUDED:

This section covers all formed concrete work reinforced and non-reinforced, as required by the Contract Documents, as indicated on the plans or specified by the Engineer.

CONTRACTOR shall be responsible for all site work and construction supervision required to meet ADAAG /ADA specifications when placing concrete.

During construction, CONTRACTOR shall provide temporary pedestrian access routes through or around construction sites, at no cost to Owner. Temporary pedestrian access routes shall be shall be compliant with the American with Disabilities Act standards and guidelines, and protect pedestrians from vehicular traffic and work zone operations.

1.2 SUBMITTALS DURING CONSTRUCTION:

A. Submit shop drawings for reinforcing steel, in accordance with Division 1, General Requirements, Section 01001, Part 7, Submittals During Construction.

B. SUBMITTALS REQUIRED FOR:
1. Concrete - Submit data sheets
2. Granular fill - Submit data sheets
3. Expansion joint fillers - Submit data sheets
4. Traffic paint - Submit data sheets
5. Asphalt concrete cold patch - submit data sheets
6. Asphalt Hot Mix – submit data sheets
7. Sod - submit data sheets
8. Stamped and Colored concrete-submit data sheets
9. Detectable Warnings System: - submit data sheets
10. Concrete Sealer - submit data sheets

1.3 CONCRETE SAMPLING AND TESTING

Concrete work that includes construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements shall be sampled and tested to verify quality, as directed by Engineer. Minimum 28-day compressive strength requirement for this concrete shall be 3,500 psi.

PART 2 MATERIALS

2.1 FORMS

A. Materials for curb forms shall be two-inch dressed dimension lumber, fiberglass, or metal of equal strength, free from defects which would impair the appearance or structural quality of the complete curb. Where short-radius forms are required, one-inch dressed lumber or plywood may be used. Form material for the face of the curb shall not have any horizontal joints closer than seven inches from the top of the curb. Provide stakes and bracing

materials, as required to hold forms securely in place. Metal forms shall be subject to approval by the Engineer. Forms are incidental to the Contract Price.

B. Materials for sidewalk forms shall be two-inch dressed lumber straight and free from defects or fiberglass or standard metal forms may be used. Where short radius forms are required, one-inch dressed lumber or plywood may be used. Provide stakes and bracing materials, as required to hold forms securely in place.

2.2 GRANULAR FILL

Natural sand not having any piece of material larger than one-inch, free from dirt, clay balls, or organic material, well graded from coarse to fine, containing sufficient finer material for proper compaction, and less than ten (10) percent by weight passing the No. 200 sieve. Payment shall be per the unit Price bid.

2.3 EARTH FILL

Earth must be free from rocks two inches or larger and other foreign materials. Earth fill is incidental to contract prices.

2.4 EXPANSION JOINT FILLER

Expansion joint filler shall be two-inch thick, preformed asphalt-impregnated, expansion joint material conforming to ASTM D994. Submit complete information regarding joint fillers for approval by the Engineer. Payment shall be per unit price bid.

2.5 CONCRETE:

Concrete shall be ready-mixed conforming to FDOT Specification Sections 347 and 350, having a minimum compressive strength of 3,500 psi at 28 days. Maximum size of aggregate shall be one-inch. Slump shall be between two and four inches. Submit complete information regarding mix to Engineer for review, in conformance with ASTM Specification C 94/C 94M.

Work includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place or precast elements. Concrete Production Requirements: Use concrete production facilities certified by the National Ready-Mixed Concrete Association (NRMCA), approved by the FDOT.

Payment for completed concrete structures shall be paid as bid in the Proposal.

2.6 REINFORCING STEEL

Reinforcing mesh shall be 6 x 6, #6/6 woven wire mesh placed equal distance between the bottom and top of the concrete slab. Precautions will be taken to insure the mesh remains in this position during the placement and finishing of the concrete slab.

2.7 DETECTABLE WARNING SYSTEM:

Detectable Warning Systems on walking surfaces shall be “Endicott Handicap Detectable Warning Paver” or equal with raised truncated domes and specified color and must meet federal ADAAG guidelines. Payment shall be per unit Price bid.

2.8 TRAFFIC MARKING PAINT

Reflective traffic marking paint shall conform to FDOT Specifications, Section 971. Paint for curbs shall be Pride Baker Paint brand traffic marking paint or approved equal. Paint and labor shall be incidental to contract price for replacement markings and the unit price bid for new markings.

2.9 ASPHALT

Cold patch asphalt. Asphalt and labor shall be incidental to the contract price for patches surrounding curbs and sidewalks. Hot mix asphalt conforming to FDOT Specification Section 334 Superpave Asphalt Concrete. Payment shall be paid at the unit price bid for asphalt paving repairs.

2.10 GRASSING

See Finish Grading and Grassing. Sod shall be of the bahiagrass sod, conforming to FDOT Specification Section 981. Payment shall be paid as bid in the Proposal.

2.11 ACCEPTANCE OF MATERIALS

All materials shall be subject to inspection for suitability, as the Engineer may elect, prior to or during incorporation into the work.

PART 3 WORKMANSHIP

3.1 EXCAVATION AND BACKFILL:

A. Cut the existing sidewalk regardless of the thickness, with an approved pavement saw or approved pavement cutter wherever sidewalk edges do not follow straight lines. Saw cutting of concrete shall be wet down to reduce airborne contamination. Remove and dispose of sidewalk at the CONTRACTOR's expense.

B. Prior to excavation of the sidewalk, CONTRACTOR's superintendent and the Owner's Engineer or designee shall, together, walk the length of the site marking the limits of the excavation and marking any other pertinent information. Paint shall be supplied by the CONTRACTOR, incidental to the cost of the Contract.

C. At the time of each walk through, each water meter box and sewer cleanout shall be inspected for structural integrity. Those which are deemed in need of replacement at that time will be supplied by the contractor at the unit price bid or the Florida Keys Aqueduct Authority. Those which meet normal structural and functional standards and are broken by the Contractor during the construction process shall be replaced by the Contractor at his cost.

1. Sewer cleanout boxes shall be made from 100% homogenous polyethylene material having a minimum wall thickness of .550 inch, a compartment size of 12-inches by 20-inches with a clear opening of 10-inches by 17-inches. Provide knockouts or notches in each end sized to allow placement of a 6-inch PVC pipe inside the box. Vertical crush to exceed 20,000 pounds and sidewall loading to exceed 180 pounds per square inch. A flange shall encircle the top area for installation in concrete. Cleanout covers shall be cast of ductile conforming to ASTM A-536-84, grade 60-40-18. Meter box covers shall meet or exceed Federal specifications RR-F-621D, for a minimum proof load of 25,000 pounds on 9”x 9” area. All boxes and covers shall be manufactured by Mid-States

Plastics, Mount Sterling, KY. Florida Master Distributor: Ferguson Water Works, or approved equal.

2. Water meter boxes shall be Mid-States MS # 15P meter box or equal. Covers shall have cast iron reading lid.

D. As directed by the Engineer, remove any unsuitable material to such a depth that the addition of the subgrade and granular fill can be placed and compacted. Unsuitable material shall consist of and not be limited to top soil, wood, root matter, stumps, trunks, roots or root systems. Excavation that cannot be accomplished without endangering present structures shall be performed with hand tools.

3.2 PREPARATION OF SUBGRADE:

Bring the areas on which curbs and sidewalks are to be constructed to required grade and compact to 98 percent ASTM D1557 by sprinkling and rolling or mechanical tamping. As depressions occur, refill with approved material and re-compact until surface is at proper grade.

3.3 PLACING GRANULAR FILL:

After sub-grade for sidewalks and curbs is compacted and at the proper grade, spread four inches or more of granular fill. Sprinkle with water and compact to 98 percent ASTM D1557 by rolling or other method. Top of the compacted fill shall be at the proper level to receive concrete. Granular fill shall be used, when needed, to raise level of grade to allow for proper thickness of concrete. After spreading fill, compact to 98 percent compaction.

3.4 SETTING FORMS:

A. Construct forms to the shape, lines, grades, and dimensions as required for proper installation or as called for on the drawings or as directed by the Engineer. Stake wood or steel forms securely in place, true to line and grade.

B. Provide forms at front and back of curbs. Forms on the face of the curb shall not have any horizontal joints within seven (7) inches of the top of the curb. Brace forms to prevent change of shape or movement in any direction resulting from the weight of the concrete during placement. Construct short-radius forms to exact radius. Tops of forms shall not depart from grade line more than 1/8-inch when checked with a ten-foot straightedge. Alignment of straight sections shall not vary more than 1/8-inch in ten (10) feet.

3.5 CURB/GUTTER CONSTRUCTION:

A. Construct curbs to line and grade of curbs and gutters removed, as shown on plans or as established or directed by the Engineer. Curbs shall conform to FDOT Type D or Type F, as directed by the Engineer.

B. Handicap ramps shall be constructed at locations shown on the drawings or as directed by the Engineer and in conformance with legal requirements.

C. Place preformed asphalt-impregnated expansion joints at intervals not exceeding 100 feet, at the beginning and ends of the curved portions of the curbs and at inlets and between all private structures and new concrete.

D. Place contraction joints in the curb at intervals not exceeding fifteen (15) feet. Contraction joints shall be of the open joint type and shall be provided by inserting a thin, oiled steel sheet vertically into the fresh concrete to force coarse aggregate away from the joint. Steel sheet shall be inserted the full depth of the curb. Place, process, finish and cure concrete in conformance with the applicable requirements of ACI 614, and this Specification. Whenever the requirements differ, the higher shall govern. After initial set has occurred in the concrete and prior to removing the front curb form, the steel sheet shall be removed with a sawing motion. Finish top of curb with a steel trowel and finish edges with a steel edging tool.

E. As soon as the concrete has set sufficiently to support its own weight, remove the front form and finish all exposed surfaces. Finish formed face by rubbing with a burlap sack or similar device that will produce a uniformly textured surface, free of form marks, honeycombs and other defects. All defective concrete shall be removed and replaced at the Contractor's sole expense.

F. Upon completion of the curing period, backfill the curb with earth, free from rocks 2-inches and larger and other foreign materials. Tamp backfill firmly in place.

G. Finished curb shall present a uniform appearance for both grade and alignment. Remove any section of curb showing abrupt changes in alignment or grade, or which is more than 1/4-inch away from its location as staked, and construct new curb in its place at the Contractor's sole expense.

H. Upon completion of the curing period, fill with asphalt any street side holes or ruts in the asphalt paving that was created by the installation of the sidewalk or the curb. When required by Engineer, sawcut, remove and replace sections as directed.

I. Where curbs that were painted for legal traffic markings (i.e., loading zones, driveways, no parking zones) prior to construction are removed, replaced, repaired or installed. These and any newly constructed curbs and sidewalks shall be repainted by the Contractor. Painting shall be performed upon completion of the curing period, but not less than seven (7) days have elapsed since pouring the concrete. Curbs are to be painted from the inside edge of the curb to the edge of the pavement.

3.6 SIDEWALK CONSTRUCTION:

A. Sidewalks shall be four inches or six inches thick, or as directed by the Engineer. Reinforcing mesh shall be as indicated in Paragraph 2.6.

B. At locations where new sidewalk is to abut existing concrete, saw-cut concrete for a depth of two inches and chip old concrete back to sound material, on a straight line. Clean the surface and apply neat cement paste, just prior to pouring new sidewalk.

C. Place preformed asphalt expansion joints as in the adjacent curb, where the sidewalk ends at a curb, around posts, poles, concrete buildings or walls or other objects protruding through the sidewalk at intervals not exceeding 45 feet and at the beginning and end of curved portions of sidewalks, and at locations shown on the Drawings.

D. Provide dummy joints transversely to the walks at locations opposite the contraction joints in the curb and at intervals not exceeding five (5) feet. These joints shall be 1/4-inch by one-inch weakened plane joints. Joints shall be straight and at right angles to the surface of the sidewalk.

E. Place, process, finish, and cure concrete in conformance with the applicable requirements of ACI 614 and this Specification. Where the requirements differ, the more stringent requirement shall govern.

F. Broom the surface with a fine-hair broom at right angles to the length of the walk and tool all edges, joints and markings. Mark the walks transversely at five-foot intervals with a jointing tool. Protect the sidewalk from damage for a period of seven (7) days. Upon completion of finishing, apply an approved curing compound to exposed surfaces.

G. Sidewalks shall be placed to slope towards the street at a maximum slope of 2%, or as otherwise directed by the Engineer.

H. Where sidewalks or curbs which were painted for legal traffic markings (i.e., loading zone, driveways, no parking zones) are removed and replaced with new curb or sidewalk or repaired, the Contractor shall be responsible to paint the new portions of the curbs or sidewalks in accordance with the Contract Documents.

I. Upon completion of the curing period, fill with asphalt all street side holes or ruts in the asphalt paving that were created by the installation of the curbs or sidewalks.

3.7 GRASSING

A. Grassing shall take place in locations as directed by the Engineer. All grassing shall be sodding.

B. Sodding: Before sod is laid, correct soft spots and inequalities in grade of prepared bed. Lay so that no voids occur and tamp or roll, brush or rake granular fill with no lumps or stones larger than 3/4-inch over sodded area, water sod thoroughly. Complete sod surface true to finished grade, even and firm.

C. Maintenance:

1. Maintenance period: Begin maintenance immediately after each portion of lawn and grass is planted and continue for eight weeks after all lawn planting is completed.

2. Maintenance Operations: Water to keep surface soil moist. Repair washed out areas by filling with topsoil, liming, fertilizing and seeding. Mow to three inches after grass reaches four inches in height, and mow frequently enough to keep grass from exceeding four inches. Weed by local spot application of selective herbicide only after first planting season when grass is established.

D. Guarantee:

1. If, at the end of the eight-week lawn maintenance period, a satisfactory stand of lawn or grass has not been produced, CONTRACTOR shall renovate and reseed the lawn or grass or unsatisfactory portions thereof immediately, at CONTRACTOR's sole expense.

2. A satisfactory stand is defined as a lawn or grass or section of lawn or grass that has:
   a. No bare spot larger than three square feet.
   b. Not more than ten percent of total area with bare spots larger than one square foot.
   c. Not more than 15 percent of total area with bare spots larger than six inches square.

E. Inspection for Acceptance: Eight weeks after the start of maintenance on the last section of completed lawn, and on written notice from the Contractor, the Engineer will, within 15 days of such written notice, make and inspection to determine, if a satisfactory stand has been produced. If a satisfactory stand has not been established, another inspection will be made after written notice from the Contractor that the lawn is ready for inspection following the next growing season.

3.8 DETECTABLE WARNING SYSTEM:

Detectable Warning Systems on walking surfaces shall be “Endicott Handicap Detectable Warning Paver” or equal with raised truncated domes and specified color or equal and follow all manufacturers’ instructions for installation and sealing and meet federal ADAAG guidelines.

PART 4 PAYMENT

4.1 GENERAL:

Payment for the work in this section will be included as part of the applicable unit prices stated in the Contractor's Proposal, except where work is considered incidental to the contract price. Payment shall be considered full compensation for furnishing all labor, materials, and equipment to complete the work specified in this Contract. Maintenance of Traffic shall be considered incidental to work performed.

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SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: *Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.*

344-1.2 Work Categories: *Construction will fall into one of the following concrete work categories:*

344-1.2.1 Concrete Work Category 1: *Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place elements.*

344-1.2.2 Concrete Work Category 2: *Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.*

344-1.2.3 Concrete Work Category 3: *Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.*

344-2 Materials.

344-2.1 General: *Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:*

344-2.1.1 Portland Cement: *Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.*

344-2.1.2 Coarse and Fine Aggregates: *Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.*

344-2.1.3 Water: *Water shall meet the requirements of ASTM C 1602.*

344-2.1.4 Chemical Admixtures: *Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.*

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

Table 344-1

Type or Class	*Test Method*	*Exceptions*
Class C Fly Ash	*ASTM C 618*	*Not to be used with Types IP or IS cements.*
Class F Fly Ash	*ASTM C 618*	*Not to be used with Types IP or IS cements.*
Petroleum Coke Class F	*ASTM C 618*	*Not to be used with Types IP or IS cements.*
Bark Ash Class F	*ASTM C 618*	*Not to be used with Types IP or IS cements.*
Silica Fume	*ASTM C 1240*	
Metakaolin	*ASTM C 618*	
Slag	*ASTM C 989*	*Use only ground granulated blast-furnace slag grade 100 or 120.*
Ultra Fine Fly Ash	*ASTM C 618*	*Not to be used with Types IP or IS cements.*

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: *Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.*

344-3.1.2 Category 2: *Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.*

344-3.1.3 Category 3*: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.*

344-3.2 Classes of Concrete: *Meet the requirements of Table 344-2.*

Table 344-2						
Class	*Minimum Strength (28 day) (psi)*	*Target Slump (inches)*	*Target Range (inches)*	*Air Content Range (%)*	*Minimum Total Cementitious Materials Content (lb/yd^3)*	*Maximum Water to Cementitious Material Ratio (lb/lb)*
Category 1						
Class NS	*2,500*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
Category 3						
I	*3,000*	*3*	*± 1.5*	*1.0 to 6.0*	*470*	*0.53*
I (Pavement)	*3,000*	*2*	*± 1.5*	*1.0 to 6.0*	*470*	*0.50*
II	*3,400*	*3*	*± 1.5*	*1.0 to 6.0*	*470*	*0.53*
II (Bridge Deck)	*4,500*	*3*	*± 1.5*	*1.0 to 6.0*	*611*	*0.44*
III	*5,000*	*3*	*± 1.5*	*1.0 to 6.0*	*611*	*0.44*
III (Seal)	*3,000*	*8*	*± 1.5*	*1.0 to 6.0*	*611*	*0.53*
IV	*5,500*	*3*	*± 1.5*	*1.0 to 6.0*	*658*	*0.41*
IV (Drilled Shaft)	*4,000*	*8.5*	*± 1.5*	*0.0 to 6.0*	*658*	*0.41*
V (Special)	*6,000*	*3*	*± 1.5*	*1.0 to 6.0*	*752*	*0.37*
V	*6,500*	*3*	*± 1.5*	*1.0 to 6.0*	*752*	*0.37*
VI	*8,500*	*3*	*± 1.5*	*1.0 to 6.0*	*752*	*0.37*

344-3.3 Contractors Quality Control: *For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.*

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

344-3.4 Concrete Mix Design: *Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.*

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: *For Category 3, the maximum allowable transit time of concrete is 90 minutes.*

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying

that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: *Do not mix or place concrete when the air temperature at placement is below 45°F.*

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: *For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86ºF but is less than 100ºF.*

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86ºF at the time of placement. Regardless of special measures taken, reject concrete exceeding 100ºF. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: *For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.*

344-3.8 Small Quantities of Concrete: *With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.*

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: *The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.*

344-3.9.2: Category 2: *No sampling and testing is required for category 2.*

344-3.9.3 Category 3: *The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.*

344-3.10 Records: *Ensure the following records are available for review for at least 3 years after final acceptance of the project:*

1. Approved concrete mix designs.

2. Materials source (delivery tickets, certifications, certified mill test reports).

3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.

4. A copy of the documentation certifying the admixture weighing/measuring devices.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: *Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.*

344-4.2 Category 2 Work: *Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida*

Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: *Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.*

344-4.4 Small Quantities of Concrete: *Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.*

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

PART 5

DRAWINGS