



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Lori DeLoach, Purchasing Manager

(863) 402-6504, Direct Line

INVITATION TO BID

**ITB No: 20-018 Sun 'N Lake Sidewalk Extension
Highlands County Project No. 19016**

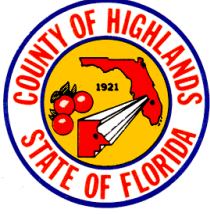
- ✓ **Non-Mandatory Pre-Solicitation Meeting:** **Tuesday, January 10, 2022, 3:00 PM**
- Location:** **Engineering Training Room, 505 S. Commerce Ave, 2nd Floor, Sebring, FL 33870**
- ✓ **Request for Information Deadline:** **Wednesday, January 25, 2023, prior to 5:00 PM**
- ✓ **Submission Deadline:** **Tuesday, February 7, 2023, prior to 3:30PM**
Purchasing Department
600 S. Commerce Ave, 2nd Floor, Sebring, FL 33870

Advertised Date: December 31, 2022 and January 7, 2023

**Sun 'N Lake Sidewalk Extension
HIGHLANDS COUNTY PROJECT NO. 19016
FDOT FINANCIAL MANAGEMENT NO. 441739-1**

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HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

*Purchasing Division and
Engineering Department*

DIVISION 0 - SECTION 00010 INVITATION TO BID ("ITB") ITB 20-018

The Board of County Commissioners ("Board") of Highlands County, Florida ("County") will receive sealed Bids in the Highlands County Purchasing Division ("Purchasing Division") for:

ITB NO. 20-018 Sun 'N Lake Sidewalk Extension, Highlands County Project No. 19016

Specifications may be obtained by downloading from our website: www.highlandsfl.gov, or on www.VendorRegistry.com. Questions can be directed at Lori DeLoach, Purchasing Manager, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6504; or E Mail: ldeloach@highlandsfl.gov.

A NON-MANDATORY PRE-BID meeting will be held at 3:00 P.M. on Tuesday, January 10, 2023, in the County Engineering Training Room, 505 S. Commerce Ave. 2nd Floor, Sebring, Florida 33870.

The purpose of this meeting is to provide a forum where the Bidders can further familiarize themselves with the Specifications of the ITB. The public is invited to attend this meeting.

SUBMISSIONS MUST BE DELIVERED and original Bid Bond, if applicable are to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Tuesday, February 7, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

· **Electronic submission** uploaded to the County website WWW.HighlandsFL.Gov via VendorRegistry.com.

OR

· **Hard Copy submission** in a sealed and marked package with the name of the Respondent, solicitation number, and title so as to identify the enclosed response delivered to Highlands County Purchasing Department, 600 S. Commerce Ave., Sebring, Florida 33870. A hard copy submission is to include one (1) original paper submission packet, one (1) exact paper copy of the original Bid submission packet and one (1) exact electronic copy (thumb drive) of the Bid submission packet.

Original Bid Bond (hard copy), as required, are to be received by Purchasing by the deadline provided on the cover page (or as revised by addendum.)

Proposals received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more County Commissioners may be in attendance at meetings.

The Board's Local Preference Policy ("Local Preference Policy") and Women/Minority Business Enterprise Policy ("W/MBE Policy") **will not apply** to the award of this ITB.

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this Award, if an Award is made, will be made to the most responsive and responsible Bidder whose Bid and qualifications indicate that the Award will be in the best interest of the County. The County reserves the right to waive irregularities in the Bid.

BOND: To receive consideration, a Bidder must submit a Bid on all Work. A Bid Bond or Cashier's Check in an amount of five percent (5%) of the Bid must be included on Bids over one hundred thousand dollars (\$100,000.00). If the successful Bid is greater than two hundred thousand dollars (\$200,000.00), a Public Construction Bond will be required. An Irrevocable Letter of Credit may be considered in lieu of the Public Construction Bond depending on its verbiage. The Bidder must be a Licensed to do this work in the State of Florida. The Bid must be accompanied by evidence of the Bidder's qualifications to do business in the State of Florida.

The principal features of the Project are:

To provide all labor, materials and equipment for the construction of approximately 1,340 LF of 5 feet wide concrete sidewalk within the rights-of-way of Sun-N-Lake Boulevard (North side) from West of Columbus Boulevard to East of Columbus Boulevard in Sebring, reconstruction of one leg of the existing roundabout, reconstruction of existing driveways, and installation of the associated drainage structures. The project also includes temporary maintenance of traffic control, proposed signage and striping, and the installation of sod within the right-of-way.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact the ADA Coordinator at: 863-402-6809 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

<http://www.highlandsfl.gov>

DIVISION 0 - SECTION 00100
INSTRUCTIONS TO BIDDERS
ITB 20-018

Article 1 - Defined Terms

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated which are applicable to both the singular and plural thereof:
- A. Alternative – Amount proposed by Bidder and stated on the Bid Form that will be added to or deducted from the base Bid amount if Engineer decides to accept a corresponding change in either Scope of Work or in products, materials, equipment, systems or installation methods described in Construction Documents.
 - B. Award – The selection by the County of the lowest responsible and responsive Bidder to perform the Work.
 - C. Bid – The Bid Form and other documents submitted by a Bidder in response to this ITB.
 - D. Bidder – The individual or entity who submits a Bid directly to the County.
 - E. Bid Form – Section 00300 of this ITB, which shall be used to submit a Bid.
 - F. Bidding Documents – This ITB, all Addenda to this ITB, and the Construction Documents.
 - G. Board – County’s Board of County Commissioners.
 - H. Construction Documents – The construction Drawings and Specifications for the “Sun ‘N Lake Sidewalk Extension, Highlands County Project No. 19016”, FM# 441739-1-58-01 dated 11/21/2022, consisting of nineteen (19) sheets.
 - I. County Attorney – The County’s Attorney.
 - J. County Engineer – The County’s Engineer.
 - K. County or Owner – Highlands County, a political subdivision of the State of Florida.
 - L. Engineer – The Engineer of Record.
 - M. Project Manager – The County’s Project Manager
 - N. Purchasing Division - The County’s Purchasing Division, which issues Bidding Documents and administers the bidding procedures.
 - O. Site – The Site described and depicted in the Construction Documents.
 - P. Work – The Work described and depicted in the Construction Documents.

Article 2 - Copies of Bidding Documents

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or this ITB may be obtained from the Purchasing Division.

- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Project Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Project Manager in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

Article 3 - Qualifications of Bidders

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder is to submit detailed written evidence with the Bid Form as follows:
 - A. **Experience:** Provide a list of three (3) jobs that the Bidder has performed within the past five (5) years which are of equal magnitude and complexity as the type of work to be done for the Owner. The list should include the name of the entity, complete address, name, phone number, fax, and email of a responsible individual qualified to respond to questions concerning the Bidder's abilities, costs, schedules, etc. Prior successful, on-time accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the Work.
 - B. **Contractor License Requirements:** All Contractors performing construction and related work in Highlands County must comply with Highlands County Ordinances, codes, rules and regulations, Florida law, and the requirements of any and all other governmental agencies which have jurisdiction over the work being performed. A copy of the current Contractor License it to be provided.
- 3.02 Provide a print out of the SunBiz.Org registration for your EIN as evidence of Bidder's qualification to do business in the State
- 3.03 In addition, the bidder may be requested to demonstrate Bidder's qualifications to perform the Work, within ten (10) days and prior to Notice of Award,
 - A. The Bidder may be requested to submit detailed written evidence such as financial data (note if financial data is considered confidential it must be marked as such) and other such data as may be called for below:
 - B. A listing of all Subcontractors is required when the subcontract value exceeds ten percent (10%) of the total contract amount. Provide experience statements for these Subcontractors.
 - C. List of present commitments (workload), including name of project, location, and value of contract.
- 3.04 Each Bid is to contain proof of enrollment in E-Verify.

Article 4 - Examination of Bidding Documents, Other Related Data, and Site

- 4.01 Subsurface and Physical Conditions known to Owner are shown in the Construction Documents. No Site-specific subsurface studies have been done.
- 4.02 Underground Facilities known to Owner are shown on the Construction Documents. No Site-specific utility locates have been done.
- 4.03 No Hazardous Environmental Condition has been identified at the Site.
- 4.04 Contractor is responsible for verifying adequacy of data provided and verifying subsurface conditions, other physical conditions, and underground facilities.
- 4.05 On request, the Purchasing Division will provide Bidder access to Site to conduct such examinations, investigations, explorations, tests, and studies, as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 4.06 On request, the Purchasing Division will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Carefully study all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site;
 - E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, test, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Document;
 - G. Become aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Document;

- H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. Promptly give Engineer and the Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer and the Purchasing Division is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer and the Purchasing Division written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer and the Purchasing Division are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

Article 5 - Pre-Bid Meeting

- 5.01 Pre-Bid Meeting is as specified on the cover page of this solicitation and may be revised via addenda.

Article 6 - Site and Other Areas

- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work is to be obtained and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.

Article 7 - Interpretation and Addenda

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be directed to the Purchasing Division. Interpretations or clarifications considered necessary by the Purchasing Division and Project Manager in response to such questions will be issued by Addenda and will be mailed, emailed, or delivered to all parties recorded by the Purchasing Division as having received the Bidding Documents and attended the Pre-Bid Meeting. Requests for Information (RFI) received after the set date may not be answered. Only RFI answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner, Engineer or the Purchasing Division.
- 7.03 Addenda will be posted to the County's website; www.highlandsfl.gov. It is the sole responsibility of the Bidder to frequently check the County's website for Addendums.

Article 8 - Bid Security

- 8.01 A "Bid Bond" or Cashier's Check, in the amount of five percent (5%) of the Bid, must be included on each Bid over one hundred thousand dollars (\$100,000.00). If the successful Bid is greater than two hundred thousand dollars (\$200,000.00), a "Public Construction Bond" of not less than one hundred percent (100%) of the Awarded Bid amount will be required. All Bonds must be in a form acceptable to Owner and County Attorney.
- 8.02 Within thirty (30) days after the Award, Owner will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained bid securities will be held until the Agreement has been finally executed, after which all bid securities, other than Bidder's bond and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

Article 9 - Contract Times

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and, (b) also completed and ready for final payment are set forth in the Bid Form.

Article 10 - Liquidated Damages

- 10.1. Owner and Contractor recognize that time is of the essence of this Agreement, Section 00500, and that Owner will suffer financial loss if the Work is not completed within the times specified. In agreeing upon the daily liquidated damages amount stated in this paragraph, Owner and Contractor have considered the original Contract Price, the average construction, engineering, and inspection costs experienced by Owner, and anticipated costs of project-related delays and inconveniences to Owner and the public. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (and not as a penalty) Contractor shall pay Owner **One-Thousand one hundred seventy Dollars (\$1,197.00)** for each calendar day that expires after the time specified in paragraph 9.01 of this Article until the Work is completed and ready for final payment. Liquidated damages shall be deducted by Owner from any balance due Contractor or, if the balance due Contractor is less than the amount of liquidated damages, Contractor shall pay to Owner the remaining unpaid liquidated damages within thirty (30) days after Owner's invoice is sent to Contractor.
- 10.2. Owner does not waive its right to liquidated damages due under this Agreement by allowing Contractor to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.
- 10.3. In the case of a default of this Agreement and the completion of the Work by Owner, Contractor and Contractor's surety are liable for the liquidated damages under this Agreement, but Owner will not charge liquidated damages for any delay in the final completion of Owner's performance of the Work due to any unreasonable action or delay on the part of Owner.

Article 11 - Substitute or "Or-Equal" Items

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment described in the Bidding Documents with consideration of possible substitute or "or-equal" items if allowed within the Bidding Documents. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, **application for such acceptance will be considered by Engineer during the allotted time frame for Request for Information (RFI).**

Article 12 - Subcontractors, Suppliers and Others

- 12.01 The apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to Owner a list of all proposed contractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identifications are required. Such list shall be accompanied by an Experience Statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner, Project Manager or the Purchasing Division after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If the apparent Successful Bidder declines to make any such substitution, Owner may Award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner, Project Manager or the Purchasing Division makes no written objection prior to giving of the Notice of Award will be deemed acceptable to all indicated parties subject to revocation of such acceptance after the Effective Date of the Contract.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 It is the responsibility of the Contractor to ensure that all Subcontractors comply with all insurance requirements.

Article 13 - Bid Form

- 13.01 Bidder shall use and/or make necessary copies of Section 00300 "Bid Form" of this ITB for their Submittal Document(s).
- 13.02 All blanks on the Bid Form shall be completed by printing in black ink or by typewriter and the Bid Form shall be signed by a person with authorization pursuant to Florida law to represent the Bidder. A Bid Price shall be indicated for each unit price item listed therein, if applicable, or the words "No Bid", "No Change", or "Not Applicable" entered. All names shall be typed or printed below the signature line with all signatures in blue ink.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership and state of organization and type of partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

- 13.06 A Bid by an individual shall show the Bidder's name and official address, telephone number, fax number, and email address.
- 13.07 A Bid by a joint venture shall be executed by each participant in the joint venture in accordance with the signature requirements stated in the preceding paragraph and in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 All Bid Forms shall have the name, official address, telephone number, fax number, and email address for communications regarding the Bid.
- 13.10 Attachments to the Bid Form shall include the following:
- A. Documentation as required in Article 3 of this Section including a copy of Contractors License.
 - B. All certificates of insurances from the Contractor required to fulfill the obligations of this Project.
 - C. Certifications from Section 00160, signed and notarized.

Article 14 - Basis of Bid; Evaluation of Bids

- 14.01 Bidders shall submit a Bid on a Lump Sum and Unit Price basis as noted on the Bid Form for the Work listed in these Bid Documents.
- 14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances.

Article 15 - Submittal of Bids

- 15.01 Each prospective Bidder is furnished one copy of the Bidding Documents and if required, the Bid Bond Section 00410 of this ITB. An unbound copy of the Bid Form is to be completed and submitted with the bid security and the following data:
- A. A current copy of Bidder's Certificate of Insurance and a statement of their ability to acquire the insurance limits and requirements.
 - B. An executed Statement of Indemnification.
 - C. Acknowledgement of Addenda (if applicable).
 - D. All documentation from Subcontractors (if applicable) including their ability to acquire the insurance limits and requirements.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or Invitation to Bid and shall be enclosed in a sealed opaque envelope or package, plainly marked with the Bid #, Bid / Project Title; (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the bid security and other required documents.

15.03 Responses may be submitted prior to the submission deadline date and time by either:

- Electronic submission to the County website using VendorRegistry.com

OR

- Hard Copy submission in a sealed and marked package with the name of the Respondent, solicitation number, and title so as to identify the enclosed response. A hard copy submission shall include one (1) original and one (1) exact electronic copy (thumb drive) of the Submission packet.

Original Bid Bonds (hard copy), as required, are to be received by Purchasing by the deadline provided on the cover page.

The public is invited to attend this meeting.

Article 16 - Modification and Withdrawal of Bids

16.01 Prior to the date and time for the opening of the Bids, a Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted.

Article 17 - Opening of Bids

17.01 Bids will be opened at the time and place indicated in the advertisement or ITB Section 00010 and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids by means of a copy of the "Bid Opening Sheet."

Article 18 - Bids to Remain Subject to Acceptance

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form and as allowed by Section 119.071, Florida Statutes, but Owner may, in its sole discretion, release any Bid and return the bid security prior to the end of this period.

Article 19 - Award of Contract

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder that it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an Award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause of disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternatives will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all Bidders a “Base Bid plus alternatives” budget after receiving all Bids, but prior to opening them. For comparison purposes alternatives will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to the successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - D. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or the entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as required by Article 12 of this Section 00100.
- 19.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.05 If the Contract is to be awarded, Owner will Award the Contract to the Bidder whose Bid is determined to be the most advantageous to Owner, taking into consideration those Bids in compliance with the requirements as set forth in this ITB.

- 19.06 Within thirty-five (35) days after the opening of Bids, unless otherwise stated in this ITB, Owner will accept one of the Bids or will act in accordance with these Instructions to Bidders or the Section 00250 General Terms and Conditions for Construction Projects. The acceptance of the Bid will be by written Notice of Intent of Award with an attached copy of the signed Bid tabulation, emailed, mailed or delivered to the office designated in the Bid, with a copy to all other Bidders. In the event of failure of the lowest responsible qualified Bidder to sign and return the Agreement, as prescribed herein, Owner may Award to the next lowest responsible and responsive qualified Bidder. Such Award, if made, will be made within ninety (90) days after opening Bids.

Article 20 - Insurance

- 20.01 When the successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Certificate of Insurance.

Article 21 - Signing of Agreement

- 21.01 When Owner gives a Notice of Award to the successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents, which are identified in the Agreement attached thereto. Within fifteen (15) days thereafter, successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached Contract Documents to Owner. Within thirty (30) days thereafter, Owner shall deliver one fully signed counterpart to successful Bidder.

Article 22 - Retainage

- 22.01 Provisions concerning retainage are set forth in the Contract Documents.

Article 23 - Designated Contacts and Request for Information (RFI) Deadline

- 23.01 All questions regarding this ITB must be submitted in writing to the **Purchasing Designated Contact (identified on the cover page of this solicitation.)**
- 23.02 Prior to the deadline provided. The County will release responses in the form of an Addendum. Addendums will be posted to the County's website: www.highlandsfl.gov via www.VendorRegistry.com. It is the Contractors responsibility to obtain and review all Addendums prior to bid submittal.

Article 24 - Direct Material Purchase Procedure

- 24.01 All Direct Material Purchases are to be approved in advance by the County's Project Manager and be in accordance with the County's Purchasing Policy.

DIVISION 0 - SECTION 00160

DRUG FREE WORKPLACE FORM

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES

PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF FLORIDA
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

PUBLIC ENTITY CRIMES FORM

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

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

DESCRIPTION OF CONTRACT: _____

STATE OF FLORIDA }ss
COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida 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 entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3)

by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20____.

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

DISCRIMINATION FORM

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES**

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF FLORIDA
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

SCRUTINIZED COMPANY FORM

**CONTRACTING WITH SCRUTINIZED COMPANIES
CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

E-VERIFY FORM

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___ / ___ / ___

STATE OF FLORIDA
COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

STATEMENT OF INDEMNIFICATION

To the extent provided by law, CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONTRACTOR, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONTRACTOR hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONTRACTOR to indemnify COUNTY for the negligent acts or omissions of COUNTY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONTRACTOR to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

It is agreed by the undersigned Contractor that they accept the above conditions:

FOR THE CONTRACTOR:

BY _____

Printed Name and Title

STATE OF FLORIDA, COUNTY OF _____

Sworn to and subscribed before me this on this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____ (Type of Identification)

(Signature of Notary Public)

SEAL

(Commission Expiration Date)

TRENCH SAFETY CERTIFICATION FORM

FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT (MANDATORY)

The undersigned acknowledges the requirements of the Florida Trench Safety Act and hereby certifies that the undersigned is an authorized representative of the bidder and in that capacity commits the bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said bidder.

- I. The bidder acknowledges the Florida Trench Safety Act and the requirements established herein.
2. The bidder further acknowledges that the aforementioned Act established the Federal excavation safety standards set forth at 29 CFR Part 1926.650, Subpart P as the interim State standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or reviews said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
3. The bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
4. The Contractor shall consider the geotechnical information available from the County, its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Contractor acknowledges that it is solely responsible for the selection of the data on which it relies in designing said safety system, as well as for the system itself.
5. The amount the bidder has set forth in the requirement titled "Florida Trench Safety Act" includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, cost and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the aforementioned Act. No adjustment to the Contract Time or Price shall be made for any difference in the number of linear feet of trench excavation, except as may otherwise be provided in these Contract Documents.

| Trench Safety Measure (Description) | Unit (QTY) | Unit of Measure (LF, SY) | Unit Cost | Extended Cost |
|--|---------------|---------------------------------|-----------|---------------|
| A. | | | \$ | \$ _____ |
| B. | | | \$ | \$ _____ |
| C. | | | \$ | \$ _____ |
| D. | | | \$ | \$ _____ |
| | | | TOTAL | \$ _____ |

Total above must be identical to cost shown in the requirement titled "Florida Trench Safety Act". (Use additional blank sheets to further itemize if more room is required.)

6. This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the County (except as may otherwise be provided), which are necessary to so comply.
7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

(Authorized Signature)

(Typed name of firm, corporation, business or individual)

Sealed Submission Label

Cut along the outer border and affix this label to your sealed submission envelope to identify it as a "Sealed Bid/Proposal"

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Lori DeLoach, Purchasing Manager
(863) 402-6504

PLEASE PRINT CLEARLY



| | |
|---|--|
|  | SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN • |
| SOLICITATION NO.: | ITB 20-018-LKD |
| SOLICITATION TITLE: | Sun 'N Lake Sidewalk Extension (Project#19016) |
| DATE DUE: | Tuesday, February 7, 2023 |
| TIME DUE: | Prior to: 3:30 PM |
| SUBMITTED BY: | _____ (Name of Company) |
| e-mail address | Telephone |
| DELIVER TO: | Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor (Lori DeLoach) 600 South Commerce Avenue Sebring, Florida 33870 |
| Note: submissions received after the time and date above will not be accepted. | |

*Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.

**SECTION 00200
REQUIREMENTS FOR LOCAL AGENCY PROGRAM CONSTRUCTION PROJECTS
(HIGHLANDS COUNTY LAP PROJECTS)
CONSTRUCTION CONTRACTS**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

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Bonding and Prequalification

A Bid Bond and a Construction Bond is required. See Instructions to the Bidders Article 8 Section 00100-5 for Bid Security information. Bid Bond Form is located in Section 00410. See Instructions to the Bidders Article 8.01 Section 00100-5 for Construction Bond information. The Construction Bond Form is located in Section 00600.

Buy America and Foreign Contractor and Supplier Restriction

Please be advised that this bid is not limited to American owned contractors.

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 melting 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.

Change Orders

Definitions. As used in this subpart:

Administrator means the Highlands County Project Manager.

Calendar day means each day shown on the calendar but, if another definition is set forth in the State contract specifications, that definition will apply.

Contract time means the number of workdays or calendar days specified in a contract for completion of the contract work. The term includes authorized time extensions.

Design-build project means a project to be developed using one or more design-build contracts.

Division Administrator means the chief FHWA official assigned to conduct business in a particular State. A State is as defined in 23 U.S.C. 101.

Force account means a basis of payment for the direct performance of highway construction work with payment based on the actual cost of labor, equipment, and materials furnished and consideration for overhead and profit.

Formal approval means approval in writing or the electronic transmission of such approval.

Incentive/disincentive for early completion as used in this subpart, describes a contract provision which compensates the contractor a certain amount of money for each day identified critical work is completed ahead of schedule and assesses a deduction for each day the contractor overruns the incentive/disincentive time. Its use is primarily intended for those critical projects where traffic inconvenience and delays are to be held to a minimum. The amounts are based upon estimates of such items as traffic safety, traffic maintenance, and road user delay costs.

Liquidated damages means the daily amount set forth in the contract to be deducted from the contract price to cover additional costs incurred by a State transportation department because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified. The term may also mean the total of all daily amounts deducted under the terms of a particular contract.

Local public agency means any city, county, township, municipality, or other political subdivision that may be empowered to cooperate with the State transportation department in highway matters.

Major change or major extra work means a change which will significantly affect the cost of the project to the Federal Government or alter the termini, character or scope of the work.

Materially unbalanced bid means a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Federal Government.

Mathematically unbalanced bid means a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Public agency means any organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body of any nation, State, or local jurisdiction.

Publicly owned equipment means equipment previously purchased or otherwise acquired by the public agency involved primarily for use in its own operations.

Specialty items means work items identified in the contract which are not normally associated with highway construction and require highly specialized knowledge, abilities or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract; in general, these items are to be limited to minor components of the overall contract.

State transportation department (STD) means that department, commission, board, or official of any State charged by its laws with the responsibility for highway construction.

The term "State" should be considered equivalent to "State transportation department" if the context so implies.

Workday means a calendar day during which construction operations could proceed for a major part of a shift, normally excluding Saturdays, Sundays, and State-recognized legal holidays.

Changes and extra work.

- (a) Following authorization to proceed with a project, all major changes in the plans and contract provisions and all major extra work shall have formal approval by the Division Administrator in advance of their effective dates. However, when emergency or unusual conditions justify, the Division Administrator may give tentative advance approval orally to such changes or extra work and ratify such approval with formal approval as soon thereafter as practicable.
- (b) For non-major changes and non-major extra work, formal approval is necessary, but such approval may be given retroactively at the discretion of the Division Administrator. The STD should establish and document with the Division Administrator's concurrence specific parameters as to what constitutes a non-major change and non-major extra work.
- (c) Changes in contract time, as related to contract changes or extra work, should be submitted at the same time as the respective work change for approval by the Division Administrator.
- (d) In establishing the method of payment for contract changes or extra work orders, force account procedures shall only be used when strictly necessary, such as when agreement cannot be reached with the contractor on the price of a new work item, or when the extent of work is unknown or is of such character that a price cannot be determined to a reasonable degree of accuracy. The reason or reasons for using force account procedures shall be documented.
- (e) The STD shall perform and adequately document a cost analysis of each negotiated contract change or negotiated extra work order. The method and degree of the cost analysis shall be subject to the approval of the Division Administrator.
- (f) Proposed changes and extra work involved in nonparticipating operations that may affect the design or participating construction features of a project, shall be subject to review and concurrence by the Division Administrator.

Contract time and contract time extensions.

- (a) The STD should have adequate written procedures for the determination of contract time. These procedures should be submitted for approval to the Division Administrator within 6 months of the effective date of this Final Rule.
- (b) Contract time extensions granted by a STD shall be subject to the concurrence of the Division Administrator and will be considered in determining the amount of Federal participation. Contract time extensions submitted for approval to the Division Administrator, shall be fully justified and adequately documented.

Claims

Construction claims information can be found in Section 00250-2.

Conflict of Interest

Neither the Recipient 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 Recipient 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 Recipient, the Recipient, 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 Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient 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 Recipient 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 Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Contractor Purchased Equipment for State or Local Ownership

The OWNER does not allow.

Disadvantage Business Enterprise (DBE)

General: 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 (FDOT) approves the plan. The DBE Affirmative Action Program Plan and commitment to carry out the Plan must be incorporated into and become a part of the awarded Contract.

Required Contract and Subcontract DBE Assurance Language: Per 49 CFR 26.13 (b) each Contract FDOT signs with a Contractor (and each subcontract the prime contractor signs with a subcontractor) must include E-verify 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."

Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

(a) A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The policy making body must issue a policy

statement signed by the chairperson, which expresses its commitment to utilize DBEs, outlines the various levels of responsibility, and states 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-to-day 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.

Use 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 FDOT.

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 FDOT.

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 FDOT'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 instruction 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 FDOT 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 FDOT for review.

All such records are required to be maintained for a period of five years following acceptance of final payment and have them available for inspection by the FDOT and the Federal Highway Administration.

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 State 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 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 percent 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.

(j) Instructions for Reporting Actual Payments

[report-dbe-commitments-in-eoc.pdf \(windows.net\)](#)

[\(report-non-dbe-payment-in-eoc.pdf \(windows.net\)\)](#)

Equal Employment Opportunity

Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, National origin, sex, or disability. Such action must 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, pre- apprenticeship, and/or on-the-job training.”

Equal Employment Opportunity Officer: Designate and make known to the Department’s contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

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 equal employment opportunity policy and contractual responsibilities.

Recruitment: When advertising for employees, include in all advertisements for employees the notation "An Equal Opportunity Employer".

Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

(1) Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(2) Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

(3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

(4) Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all the avenues of appeal.

Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

Records and Reports: keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

(1) The number of minority and non-minority group members employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized

representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

Equal Employment Opportunity

Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, National origin, sex, or disability. Such action must 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, pre-apprenticeship, and/or on-the-job training.”

Equal Employment Opportunity Officer: Designate and make known to the Department’s contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

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 equal employment opportunity policy and contractual responsibilities.

Recruitment: When advertising for employees, include in all advertisements for employees the notation "An Equal Opportunity Employer".

Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

(1) Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(2) Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

(3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take

corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

(4) Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

Records and Reports: keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

(1) The number of minority and non-minority group members employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

Equipment Rental Rates

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- (1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- (2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- (3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- (4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Owner will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Owner will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

Incentive/Disincentive Clauses

Not applicable to this contract.

Indian Preference on Federal-Aid Projects (Labor & Employment)

Not applicable to this contract.

Inspector General

The Parties must agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to this section."

Requirements For Federal Jobs-Compliance With FHWA 1273

The FHWA-1273 Electronic version, dated July 5, 2022 is posted on the Department of Transportation's website at the following URL address:

<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Take responsibility to obtain this information and comply with all requirements posted on this website through five calendar days before the opening of bids. Comply with the provisions contained in FHWA-1273 and certify monthly compliance with the EEO provisions of FHWA-1273 (Section II. Nondiscrimination and Section III. Non-segregated Facilities). In addition to the requirements of FHWA-1273, Section V, No. 2(b), include gender and race in the weekly annotated payroll records. Federal

Regulations (29 CFR 3.5) states that Social Security numbers and address of employees shall not be included on submitted payrolls for contracts let after January 18, 2009. In lieu of Social Security number, an employee identifying number must be listed. The employer may use the last four digits of the Social Security number or another assigned number as the employee identifying number. See Attachment No. 7

Liquidated Damages for Failure to Complete the Work

Amount of Liquidated Damages: Applicable liquidated damages are the sum of the daily rate of \$1,197.00 per Calendar Day assessed as projected lost toll revenues for failure to complete the Work within the Contract Time plus the amounts established in the following schedule:

| Original Contract Amount | Daily Charge Per Calendar Day |
|--|--|
| \$50,000 and under | \$868 |
| Over \$50,000 but less than \$250,000 | \$882 |
| \$250,000 but less than \$500,000 | \$1,197 |
| \$500,000 but less than \$2,500,000 | \$1,694 |
| \$2,500,000 but less than \$5,000,000 | \$2,592 |
| \$5,000,000 but less than \$10,000,000 | \$3,786 |
| \$10,000,000 but less than \$15,000,000..... | \$4,769 |
| \$15,000,000 but less than \$20,000,000..... | \$5,855 |
| \$20,000,000 and over..... | \$9,214 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar) |

For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the Engineer will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the Owner may have granted the Contractor or, in case of his default, the surety shall pay to the Owner, not as a penalty, but as liquidated damages, in the amount of \$1,197.00 per calendar day in which work is not completed.

The Owner has the right to apply, as payment on such liquidated damages, any money the Owner owes the Contractor.

The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the Owner, the Contractor and his surety are liable for the liquidated damages under the Contract, but the Owner will not charge liquidated damages for any delay in the final completion of the Owner's performance of the work due to any unreasonable action or delay on the part of the Owner.

The Owner considers the Contract complete when the Contractor has completed all work and the Owner has accepted the work. The Owner will then release the Contractor from further obligation except as set forth in his bond.

Local/State Hiring Preference

The Owner certifies that this contract does not include state or local hiring preferences.

Method of Bidding

The OWNER certifies that this project shall be awarded to the of the lowest responsive and responsible bidder.

Owner Force Account/Cost Effective Justification

Not applicable to this contract the Owner will be utilizing an independent contractor to perform the scope of work.

Patented/Proprietary Materials

The Owner certifies that neither patented or proprietary materials are required or specifically named in the specifications to be used for this project.

Prevailing Minimum Wage

For this contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL20220155**, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed. Please see Attachment No. 8 (Wage Rate Decision No. FL20220155)

(End of Page)

Progress Payments

Partial Payments

General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Owner will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Owner will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of allowable Contract time used exceeds 75%. From that time forward, the Owner will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of allowable Contract time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements. Contract time is defined as the original Contract time adjusted by approved Contract time extensions.

Retainage will be determined for each job on multiple job Contracts. The Owner will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Owner, the Owner may disqualify the Contractor from bidding on future Owner contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory. The Owner may also disqualify the surety from issuing bonds for future Owner contracts if they similarly fail to perform under the terms of their bond.

Withholding Payment for Defective Work: If the Owner discovers any defective work or material prior to the final acceptance, or if the Owner has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Owner will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

Withholding Payment for Failure to Comply: The Owner will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work;

- (a) Comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training and Affirmative Action;

- (b) Comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Report System;
- (c) Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
- (d) Comply with or make a good faith effort to meet On-The-Job Training goals.

The Owner will withhold progress payments until the Contract has satisfied the above conditions.

Release of Retainage After Acceptance: When the Contractor has furnished the Owner with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Owner may reduce the retainage to \$1,000 plus any amount that the Owner elects to deduct for defective work.

The Owner will not allow a semifinal estimate under the provisions of the above paragraphs unless the time elapsing between (1) acceptance of the project and receipt of all test reports, invoices, etc., and (2) submission of the final estimate to the Contractor for acceptance, exceeds or is expected to exceed ten days.

The Owner may deduct from payment estimates any sums that the Contractor owes to the Owner on any account. Where more than one project or job (separate job number) is included in the Contract, the Owner will distribute the reduced retainage as provided in the first paragraph of this Sub article to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

Partial Payments for Delivery of Certain Materials:

General: The Owner will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

- (1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- (2) The stockpiled material must be approved as meeting applicable specifications.
- (3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- (4) The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

- (5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- (6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

Partial Payment Amounts: The following partial payment restrictions apply:

- (1) Partial payments less than \$5,000 for any one month will not be processed.
- (2) Partial payments for structural steel and precast pre-stressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid prices of the item in which the material is to be used.
- (3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Owner requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

Off Site Storage: If the conditions of the General section above are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions above and the following conditions are met:

- (1) Furnish the Owner a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Owner. Under this bond, the Obligor shall be the material supplier and the Obliges shall be the Contractor and the Owner. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.
- (2) The following clauses must be added to the construction contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Owner should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the contractor’s obligation to furnish the materials described in this agreement to the Owner.”
- (3) The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contract.

Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Owner has made partial payment and firms working under equipment-rental agreements. The contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Owner will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the Owner. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all Subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and

that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Owner.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Owner will honor an exception to the above when the written notification of any such good cause to both the Owner and the affected subcontractors or suppliers within said 30-day period.

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 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 Owner will pay the estimate, less any sums that the Owner 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.

Prohibition Against Convict Produced Materials

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.

Public Agencies in Competition with the Private Sector

The OWNER does not allow other Public Agencies to compete with or bid on construction projects against the private sector.

Publicly-Owned Equipment

The OWNER does not allow Contractors the use of publicly owned equipment.

Salvage Credits

The OWNER does not allow the contractor to get credits for salvageable materials.

Standardized Changes Conditions Contract Clauses

Differing site conditions. (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer. (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Significant changes in the character of work. (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves

significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

State (Florida or other) - Produced Materials

The OWNER certifies that preference is not given to contractors who purchase materials from a specifically designated state.

State/Local Owned/Furnished/Designated Materials

All materials required for this project shall be furnished by the contractor. Projects located on the National Highway System shall require FHWA approval for direct purchase of materials by the Owner.

Subcontracting

Do not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Owner. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Owner for this purpose. With the Engineer's acceptance of the request, the contractor may sublet a portion of the work, but shall perform with his own organization work amounting to not less than 30% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Owner, for purposes of the Owner's consent, unless the engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Owner is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Owner will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the contractor sublets a part of a Contract item, the Owner will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. Upon request, furnish the Owner with a copy of the subcontract. The subletting of work does not relieve the Owner or the surety of their respective liabilities under the Contract.

The Owner recognizes a subcontractor only in the capacity of an employee or agent of the Contractor and Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

Termination of Contract

SUSPENSION OF WORK AND TERMINATION

Suspension of Work

At any time and without cause, the County may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor and the Professional which will fix the date on which Work will be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if the Contractor makes any approved claim therefore as provided in Articles 12 and 13.

Termination for Cause

Upon the occurrence of anyone or more of the following event:

If the Contractor fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established;

If the Contractor disregards Laws, Regulations or Permits of any public body having jurisdiction; If the Contractor disregards the lawful authority or reasonable instructions of the Professional or Project Manager or;

If the Contractor otherwise violates in any substantial way any provisions of the Contract documents;

If the Contractor is adjudged a bankrupt or insolvent;

If the Contractor makes a general assignment for the benefit of any of its creditors;

If a trustee or receiver is appointed for Contractor or for any of its property;

If the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

If the Contractor shall fail to obtain a vacation or stay of any involuntary bankruptcy proceedings within 30 Days after the filing thereof;

If the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment;

If any representation of Contractor made in this Agreement or other instrument furnished in connection with this Agreement shall prove false or misleading in any material respect;

If any bond or insurance provided hereunder is cancelled, repudiated or otherwise terminated without being replaced within three Business Days in form and substance and from a company acceptable to the County;

If there is a material adverse change in the financial condition of the company providing any bond or insurance, and within five Business Days after such change in financial

condition, Contractor has not provided County with a substitute in form and substance satisfactory to the County; or

If the Contractor is otherwise in default, beyond the expiration of applicable grace or cure periods, if any, under any term or terms of this Contractor, including, without limitation, that Contractor has assigned this Agreement, in whole or in part without the consent of the County, has abandoned this Contract, suspended the progress of the Work, not executing the Work in accordance with this Contract, failing to diligently proceed with the Work, or neglecting to carry out its obligations under the Contract so as to affect adversely the carrying out of the Work.

The County may, after giving the Contractor (and the surety, if any) seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the Contractor, exclude the Contractor from the site and take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the County has paid the Contractor but which are stored elsewhere and finish the Work as County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of materials and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County. Such costs incurred by the County shall be verified by the Professional and incorporated in a change order, but in finishing the work the County shall not be required to obtain the lowest figure for the work performed. The Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

In the event the County terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision shall be the sole means for disposition of the balance of the contract obligations.

Notwithstanding the foregoing, County may avail itself of such other remedies that may be available at law or in equity in the event County terminates for cause in accordance with Article 16.2.1.

Termination for Convenience

Upon seven (7) working days' written notice to the Contractor and the Professional, the County may, without cause and without prejudice to any other right or remedy of the County, elect to terminate the Contract. In such case, the Contractor shall be paid (without duplication of any items):

For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

For direct expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

For all reasonable claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and

For reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) calendar days by the County or under an order of court or other public authority, or the Professional fails to act on any Application for Payment within thirty (30) calendar days after it is submitted or the County fails for thirty-one (31) calendar days to pay the Contractor any sum finally determined to be due, then the Contractor may upon seven (7) working days written notice to the County and the Professional and provided the County or the Professional did not remedy such suspension or failure within that time, terminate the Agreement and recover from the County payment on the same terms as provided in 16.22. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the Professional has failed to act on an Application for Payment within thirty (30) calendar days after it is submitted, or the County has failed for thirty-one (31) calendar days to pay the Contractor any sum finally determined to be due, the Contractor may upon seven (7) days written notice to the County and the Professional stop the Work until payment of all such amounts due the Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude the Contractor from making claim under Articles 12 and 13 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to the Contractor's stopping Work as permitted by this paragraph.

Force Majeure

Force Majeure means:

- (a) war, hostilities (whether war be declared or not), disease, epidemic, invasion, terrorism, or act by foreign enemies;
- (b) pressure waves caused by aircraft or other aerial devices traveling at sonic or subsonic speeds;
- (c) rebellion, revolution, insurrection, military or usurped power or civil war;
- (d) riot, civil commotion or disorder;
- (e) acts of God, fire, flood, lightening, windstorm, tornadoes, hurricane, extraordinary breakdown of or damage to the **County's** affiliate; and
- (f) any circumstances beyond the reasonable control of either of the Parties.

Inclement and severe weather which is typical within central Florida through the period the Work is anticipated and shall not entitle a party to claim relief by Force Majeure or for delay damages.

Notice of Force Majeure

If either party is prevented or delayed from or in performing any of its obligations under this Contract Document by Force Majeure, then it shall notify the other party of the circumstances constituting the Force Majeure and the obligations which are delayed or prevented, and the party giving the notice shall thereupon be excused from the performance or punctual performance and any damages (whether liquidated or otherwise), as the case may be, of such obligation for so long as the circumstances of prevention or delay may continue. The Performance Schedule shall be extended for a like period of time as that of the Force Majeure event. Both Parties will be responsible for its own costs during a period of Force Majeure.

Termination for Force Majeure

Notwithstanding that the Contractor may have been granted under Article 13 (Change of Contract Time) an extension of the Time for Completion of the Work, if by virtue of Article 16.5 (Notice of Force Majeure) either party shall be excused the performance of any obligation for a continuous period of thirty (30) days, then either party may at any

time thereafter, and provided that such performance or punctual performance is still excused, by notice to the other terminate this Contract Document.

Payment on Termination for Force Majeure

If this Agreement is terminated pursuant to Article 16.6 (Termination for Force Majeure), the Professional shall instruct, and the County shall pay to the Contractor in so far as the same shall not have been included within previous invoices paid by the County or be subject of an advance payment, the Contract Value of the Work completed prior to the date of termination.

The Contractor shall also be entitled to have included in the final invoice of payment fees and to be paid:

(a) The cost of materials or goods reasonably ordered for the Work or for use in connection with the Work which has been delivered to the Contractor or of which the Contractor is legally liable to accept delivery of and may not be returned. Such materials or goods shall become the property of the County when paid for by the County. (The County shall be entitled to withhold payment in respect thereof until such goods of materials have been delivered to, or to the order of, the County);

(b) The amount of any other expenditure which under the circumstances was reasonably incurred by the Contractor in the expectation of completing the whole of the Work; and

(c) The reasonable cost of removal of the Contractor's equipment and the return thereof to the Contractor or any other destination at no greater cost.

(d) All amounts retained under Article 15.2.

Time Extensions

Contract Time Extensions: The County may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The County may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the County to fulfill an obligation under the Contract results in delays to the controlling construction operations, the County will consider such delays as a basis for granting a time extension to the Contract. Whenever the Engineer suspends the Contractor's operations for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The County will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor. The County does not include an allowance for delays caused by the effects of inclement weather in establishing Contract Time. The County will grant time extensions, on a day for day basis, for delays caused only by the effects of rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items due to adverse weather conditions; or

(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a

request for additional time due to the effects of weather. The County will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. The County will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. The County will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

(1) Delays are the result of either utility work that was not detailed in the plans, or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

(2) Utility work actually affected progress toward completion of controlling work items.

(3) The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer: A preliminary request for an extension of Contract Time in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay; and further, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the County to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay. Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take

appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a fiscal adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The existence of an accepted schedule, including any required update(s), as stated in 8-3.2, is a condition precedent to the Contractor having any right to the granting of an extension of contract time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the County's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the County's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the County's determination was without any reasonable factual basis.

E- VERIFY

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

TITLE VI Requirements

The Sub-recipient or Contractor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 200d to 200d-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.

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.

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THE CONTRACTOR CERTIFIES THE FOLLOWING STATEMENTS:

Non-Collusion Provision

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

Lobbying Certification

“The undersigned hereby certifies, 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 either directly or indirectly an officer or employee of any state or 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 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-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(c) The undersigned shall require that the language of this certification 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. 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 section 1352, title 31, US Code. Any persons 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 failure.”

Suspension and Debarment

“The Bidder certifies that, neither the 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 s29.110(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 it 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.

The Bidder certifies that it 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 project by any federal agency unless authorized by the Florida Department of Transportation.”

Signature

Printed Name

Firm Name

ATTACHMENTS

1. DBE BID Package Information (Form No. 275-030-11)
2. Contractor Certification of Current Capacity (Form No. 525-010-46)
3. Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (Form No. 375-03-033)
4. Disclosure of Lobbying Activities (Form No. 375-03-034)
5. Non-Collusion Declaration and Compliance with 49 CFR 29 (Form No. 575-060-13)
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form 375-030-32)
7. Required Contract Provisions Federal-AID Construction Contracts (Form No. 1273)
8. Wage Rate Decision No. FL20220155

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, 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. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) 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 provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its 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, sexual orientation, gender identity, 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual 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 or other knowledgeable company official.

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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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 its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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, sexual orientation, gender identity, 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 contracting agency 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 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, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. 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 three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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 Administrator for determination. The 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting 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). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each 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 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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. 23 CFR 230.111(e)(2). 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI 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. Pursuant to 23 CFR 635.116(c), 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the 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. 23 CFR 635.108.

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 Part 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. 3704). 29 CFR 1926.10.

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. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction. 2 CFR 180.330.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. 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. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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. 2 CFR 1200.220 and 1200.332.

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 exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. 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.

2. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant 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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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 subregion, 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 the participant 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, the participant 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 one 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 provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. 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.

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _____

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

| 1 | 2 | 3 | 4 | 5 | | 6 |
|---|--|-------------------------------|--|---|---------------------|---|
| PROJECTS OWNER, LOCATION AND DESCRIPTION | CONTRACT (OR SUBCONTRACT) AMOUNT | AMOUNT SUBLET TO OTHERS | BALANCE OF CONTRACT AMOUNT | UNCOMPLETED AMOUNT TO BE DONE BY YOU | | |
| | | | | AS PRIME CONTRACTOR | AS SUBCONTRACTOR | |
| | | | | | | |
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| NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total. | | | TOTALS | \$0.00 | \$0.00 | |
| | | | TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6) | \$0.00 | | |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33
PROCUREMENT
10/01

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

(1) 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.

(2) 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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 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 subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?
 YES NO
 If *no*, then please complete section 4
 below for "Prime"

| | | |
|--|--|---|
| 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: _____ (mm/dd/yyyy) |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> _____ _____ _____ Congressional District, <i>if known:</i> 4c _____ | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known:</i> _____ |
| 6. Federal Department/Agency: _____ _____ | 7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable:</i> _____ | |
| 8. Federal Action Number, if known: _____ | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____ | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____ | |
| 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 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 (mm/dd/yyyy): _____ | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) |

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

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

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

I, _____, hereby declare that I am
(NAME)
_____ 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: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

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 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 voluntary 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY AND VOLUNTARY EXCLUSION-
 LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
 (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
 PROCUREMENT
 11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- 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 exceeding the \$25,000 threshold.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- 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.

"General Decision Number: FL20220155 02/25/2022

Superseded General Decision Number: FL20210155

State: Florida

Construction Type: Highway

Counties: Hardee, Highlands and Okeechobee Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |

ELEC0349-002 09/01/2021

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 37.61 | 11.72 |

* SUFL2013-016 08/19/2013

| | Rates | Fringes |
|---|-------------|---------|
| CARPENTER, Includes Form Work.... | \$ 11.95 ** | 1.44 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 13.65 ** | 0.00 |
| HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)..... | \$ 12.70 ** | 0.00 |
| HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)..... | \$ 13.08 ** | 0.00 |
| INSTALLER - GUARDRAIL..... | \$ 14.44 ** | 0.00 |
| IRONWORKER, REINFORCING..... | \$ 13.85 ** | 0.00 |
| LABORER (Traffic Control Specialist)..... | \$ 12.17 ** | 1.71 |
| LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor..... | \$ 13.60 ** | 0.00 |
| LABORER: Common or General..... | \$ 11.41 ** | 0.00 |
| LABORER: Flagger..... | \$ 9.87 ** | 0.00 |
| LABORER: Grade Checker..... | \$ 11.45 ** | 0.00 |
| LABORER: Landscape & Irrigation..... | \$ 11.16 ** | 0.00 |
| LABORER: Pipelayer..... | \$ 12.68 ** | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 15.86 | 0.00 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 11.60 ** | 0.00 |
| OPERATOR: Broom/Sweeper..... | \$ 10.89 ** | 0.00 |
| OPERATOR: Bulldozer..... | \$ 13.90 ** | 0.00 |
| OPERATOR: Crane..... | \$ 17.83 | 0.00 |
| OPERATOR: Forklift..... | \$ 11.03 ** | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 16.08 | 0.00 |
| OPERATOR: Loader..... | \$ 16.59 | 0.00 |
| OPERATOR: Mechanic..... | \$ 13.55 ** | 0.00 |
| OPERATOR: Milling Machine..... | \$ 13.23 ** | 0.00 |

| | | |
|---|-------------|------|
| OPERATOR: Oiler..... | \$ 12.61 ** | 0.00 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 18.17 | 0.00 |
| OPERATOR: Roller..... | \$ 12.53 ** | 0.00 |
| OPERATOR: Screed..... | \$ 15.79 | 0.00 |
| OPERATOR: Trencher..... | \$ 16.00 | 0.00 |
| TRAFFIC SIGNALIZATION: | | |
| Traffic Signal Installation..... | \$ 19.03 | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.66 ** | 0.00 |
| TRUCK DRIVER: Lowboy Truck..... | \$ 14.94 ** | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 13.05 ** | 0.00 |

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

PROSECUTION AND PROGRESS – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK.

(REV 4-2-19) (FA 9-23-19) (1-22)

SUBARTICLE 8-10.1 and 8-10.2 are deleted and the following substituted:

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.1 Highway Code Requirements Pertaining to Liquidated Damages:

Section 337.18, paragraph (2) of the Florida Statutes, requires that the Department adopt regulations for the determination of default and provides that the Contractor pay liquidated damages to the Department for any failure of the Contractor to complete the Contract work within the Contract Time. These Code requirements govern, and are herewith made a part of the Contract.

Liquidated damages for this Contract will be a summation of the damages referenced above and projected lost toll revenues due to failure to timely open the project to revenue-producing traffic.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the sum of the daily rate of \$1,170 per Calendar Day assessed as projected lost toll revenues for failure to complete the Work within the Contract Time plus the amounts established in the following schedule:

| Original Contract Amount | Daily Charge Per Calendar Day |
|--|---|
| \$50,000 and under..... | \$1,015 |
| Over \$50,000 but less than \$250,000..... | \$1,045 |
| \$250,000 but less than \$500,000..... | \$1,170 |
| \$500,000 but less than \$2,500,000..... | \$1,690 |
| \$2,500,000 but less than \$5,000,000..... | \$2,579 |
| \$5,000,000 but less than \$10,000,000..... | \$3,756 |
| \$10,000,000 but less than \$15,000,000..... | \$4,344 |
| \$15,000,000 but less than \$20,000,000..... | \$5,574 |
| \$20,000,000 and over..... | \$10,203 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar) |

DIVISION 0 - SECTION 00250
GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

- A. All Bidding Documents shall become the property of the County.
Compliance with Florida Statutes Section 287.087, on Drug Free Workplace, Section 287.133(2)(a), on Public Entity Crimes, Section 287.134, on Discrimination, and Section 287.135, Prohibiting contracting with scrutinized companies is required.
- B. Bids are due and must be received in accordance with the instructions given in Section 00010 and 00100 of this ITB.
- C. Owner will not reimburse Bidder(s) for any costs associated with the preparation and submittal of any Bid.
- D. Bidders, their agents and associates shall NOT solicit any County official. Bidders, their agents and associates shall NOT contact any County official other than the individual(s) listed in Article 23 of Section 00100 of this ITB for additional information and clarification.
- E. Due care and diligence has been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rests solely with those making response. Neither Owner nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- F. All timely responses meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by Owner and preference will be given to those Bids in full or substantially full compliance with them.
- G. Each Bidder is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve the Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- H. County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- I. Award will be made to the Bidder whose Bid is determined to be the most advantageous to Owner, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The Board reserves the right to reject any and all Bids for any reason or make no Award whatsoever or request clarification of information from the Bidders.
- J. Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.

- K. Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of the product(s) and/or service(s) contemplated by this ITB.
- L. The County's and Florida Department of Transportation (as outlined in Local Agency Program Agreement) insurance requirements.

Contractor's Liability Insurance

1. The Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the Owner, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

2. The Contractor and/or subcontractor shall maintain the following types of insurance, with the respective minimum limits:

- a. AUTOMOBILE PUBLIC LIABILITY
\$1,000,000 Combined Single Limit
- b. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - 1) Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - 2) Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - 3) Personal & Advertising Injury – One Million Dollars (\$1,000,000)
- c. GENERAL AGGREGATE – Two Million Dollars (\$2,000,000);
- d. EXCESS/UMBRELLA COVERAGE – Ten Million Dollars (\$10,000,000);
- e. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – Two Million Dollars (\$2,000,000); and,
- f. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection (self-insurance is prohibited on Federal-aid funded projects). In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.

3. Certificates of Insurance: The Contractor shall provide the COUNTY's Procurement Services Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:

- a. The name of the insured Contractor,
- b. The specified job by name and job number,
- c. The name of the insurer,
- d. The number of the policy
- e. The effective date
- f. The termination date
- g. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy

4. County and State of Florida, Department of Transportation as Additional Insured: The Contractor shall name Highlands County, Highlands County Board of County Commissioners, and State of Florida, Department of Transportation as additional insured and Highlands County Board of County Commissioners as certificate holder, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the COUNTY with proof of same.

5. Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligations to fulfill the insurance requirements specified herein.

6. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

7. Additional Requirements: All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

Property Insurance

1. The Contractor shall purchase and maintain Builders Risk Insurance for all work at the Project site to the full insurable value thereof. This Insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost shall affect and maintain similar property insurance for materials or other equipment for the Project which are stored off site or in transit for use as part of the Project or to be included in an Application for Payment.

2. Any loss insured under the property insurance policy required by this section is to be made payable to the Owner as Trustee for the insured.

3. The Owner as Trustee shall deposit in a separate account any money received as a result of an insured loss and it shall distribute it in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged work shall be covered through change order if necessary.
4. The Owner as Trustee shall have power to adjust and settle any loss with the insurers.

Notice of Occurrence, Accident, Injury or Damage

The Contractor shall promptly notify the County Contact Person, in writing, of any accident or occurrence involving injury to persons or damage of property during the course of construction. The report shall be made notwithstanding the fact that no injury or damage may be apparent at the time of the accident or occurrence. The Contractor shall also provide any supporting documentation reasonably requested by the Owner or the County Contact Person.

- M. If submitting a Bid for more than one ITB, each Bid must be in a separate envelope and correctly marked. Only one (1) Bid per project shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- N. If the successful Bid is greater than two hundred thousand dollars (\$200,000.00), a Public Construction Bond will be required. Awarded Bidder must record Public Construction Bond at the Clerk's Recording Department and comply with Section 255.05, Florida Statutes. All Bonds must be in a form acceptable to Owner and County Attorney.
- O. Each Bid must contain proof of enrollment in E-Verify.
- P. Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind with the exception of advertising novelties valued less than ten dollars (\$10.00).
- Q. Construction Projects that are awarded for less than two hundred thousand dollars (\$200,000.00) and without a Public Construction Bond require the following provisions:
 1. At any time prior to final completion of the Contract, Owner will not authorize or make payment to the Contractor in excess of ninety-five percent (95%) of the amount due on the Contract on the basis of the Work suitably completed.
 2. In case of the default by the Contractor, the laborers, materialmen, and Subcontractors, as defined in Section 713.01, Florida Statutes, making claims for unpaid bills, may be paid from the five percent (5%) retainage.
 3. The final payment of retainage shall not be made until: (1) the Project has been inspected by the Project Manager or other person designated by the County for the purpose; (2) Project Manager or other designated person has issued a written certificate that the Project has been constructed in accordance with the approved Construction Documents and approved Change Orders; (3) the County has accepted the Project; and (4) the Contractor has supplied the County with signed and dated statements from all laborers, materialmen, and subcontractors as defined in Section 713.01, Florida Statutes, and identified under subparagraph (d) of this paragraph 2, that they

have no claims against the Contractor for the Work under the Contract. Said statements shall identify the Project by name and Project number.

4. The Contractor, before beginning Work or within two (2) workdays thereafter, shall post in a conspicuous place on the Site the following notice.

“Notice is hereby made to all those concerned and affected that

_____ (Contractor’s Name) is performing the

**Sun ‘N Lake Sidewalk Extension
Highlands County Project No. 19016**

All parties furnishing labor and/or materials to said project must, within twenty (20) days of first providing such labor and/or materials, deliver notice of such in writing, by certified mail, returned receipt requested, to:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING DEPARTMENT

ATTN: **J.D. LANGFORD, P.E., Assistant County Engineer**
505 S. COMMERCE AVE., SEBRING, FLORIDA 33870

5. The Contractor shall provide a certified list of all Subcontractors, laborers, and material suppliers to the Owner or Designee within thirty (30) days of receiving the Notice to Proceed with the Work. This list shall be updated thereafter each month with a certified statement that the list and its updates include the names and address of all Subcontractors, laborers, and material suppliers furnishing labor and/or material for the Project.
 6. The Contractor shall provide a written statement with each pay request to the Project Manager which indicates how each payment will be distributed. This pay request breakdown shall define the disbursement intended for all the funds requested. When the Contractor receives any payment, it shall pay such moneys received to each Subcontractor and material supplier as set forth in that written statement.
 7. The Contractor shall provide a written statement with all but the first payment request from each of the Subcontractors, laborers, and material suppliers indicated in paragraph 5 of this Section Q that they have in fact received payment as indicated in paragraph 6 of this Section Q. In the event a payment is not made as indicated on a prior written statement provided pursuant to paragraph 6 of this Section Q, the Contractor shall furnish an explanation as to the reasons for such deviation and shall request approval from the Project Manager.
- R. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder’s expense, can return the unopened envelope, or, at the Bidder’s request, in writing, can destroy it.
- S. Electronically submitted Bids and faxed Bids will not be accepted. Any blank spaces on the required Bid Form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- T. The County is not responsible for correcting any errors or typos made on the Bid response. Incorrect calculations may cause the Bid to be declared non-responsive.
- U. Minority Owned and Women owned businesses are encouraged to submit a bid.

- V. The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to this Contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and/or its Subcontractors or material suppliers.
- W. Public Records: Any material submitted in response to this ITB will become Public Record pursuant to Section 119(1)(b) and (c), Florida Statutes.
- X. All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid.
- Y. The Contractor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes as shown below.
- (5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.
- Z. Contractor's General Warranty and Guarantee
- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

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DIVISION 0 - SECTION 00300

BID FORM

ITB 20-018

PROJECT IDENTIFICATION:

**Sun 'N Lake Sidewalk Extension
Highlands County Project No. 19016**

THIS BID IS SUBMITTED TO:

Highlands County Board of County Commissioners
Attn: Purchasing Division
600 S Commerce Ave., 2nd Floor, Sebring, FL 33870

BID SUBMITTED BY:

[Bidding Company's Name, 'Bidder']

[Bidder's Authorized Representative's Name]

[Bidder's Address, Building #, Street]

[Bidder's Address, City, State, Zip]

[Print Contact Person's Name for this bid]

[Contact Person's Email Address]

[Contact Person's Phone Number]

- A. The Bidder proposes and agrees, if this Bid is accepted, to furnish all labor, materials, and equipment to construct and complete the Work according to and as specified or indicated in ITB 20-018 and the Bidding Documents for the Bid Price and within the time periods stated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. Bidder will sign and deliver the required number of the other documents required by this ITB within fifteen (15) days after the date of County's Notice of Award.

C. ACKNOWLEDGEMENT OF ADENDA Bidder/Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

| Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued |
|----------------|-------------|----------------|-------------|----------------|-------------|----------------|-------------|
| | | | | | | | |

1. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work;
2. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
3. Bidder acknowledges that County and Project Manager do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the Site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
4. Bidder is aware of the general nature of the Work to be performed by County and others at the Site that relates to the Work.
5. Bidder has correlated information known to Bidder, information and observations obtained from visits to the Site and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
6. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Project Manager is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; Bidder is not privy to any information or have any knowledge of any information pertaining to this ITB to which other Bidders do not have access; and Bidder has not sought by collusion or any other means to obtain for itself any advantage over any other Bidder or over County.

D. Documentation included with Bid packet

| Forms | | YES | NO |
|---|---|-----|----|
| | Proposal/Bid Form: include acknowledgement of all addenda, original signature. | | |
| | Drug-Free Workplace Certification, F.S. 287.087 | | |
| | Public Entity Crimes Sworn Statement, F.S. 287.133 | | |
| | Discrimination Certification, F.S. 287.134 | | |
| | Scrutinized Companies Certification, F.S. 287.135 | | |
| | E Verify Certification | | |
| | Statement of Indemnification | | |
| | Sub-Contractor List | | |
| | Trench Safety Certification | | |
| | Bid Security in the form of _____, as required Original Hard Copy of Bid Bond sent to Purchasing to arrive prior to the submission deadline | | |
| LAP Forms | | | |
| | Section 00200 Contractor Certification of Capacity Form | | |
| | Section 00200 DBE BID Package Info | | |
| | Section 00200 Form FHWA-1273 | | |
| | Section 00200 Lobby disclosure form | | |
| | Section 00200 Lobbying | | |
| | Section 00200 Non-collusion | | |
| | Section 00200 Suspension and Debarment - w37503032_v001 | | |
| Acknowledgement of the following LAP Information | | | |
| | Section 00200 Pg. 6 - Title VI Assurances for Sec 00160 | | |
| | Appendix B SP0081000 - liquidated damages | | |
| | | | |
| Miscellaneous Documentation | | YES | NO |
| | Woman or Minority Owned Business (Include a copy of your certificate if applicable) | | |
| | Required Bidder's Qualification Statement with supporting data included | | |
| | A list of three (3) jobs similar in scope in the last 5 years and size included | | |
| | Copy of any applicable Licenses (Contractor's License) | | |

| | | | |
|--|--|--|--|
| | Sunbiz.org print-out for bidder EIN# | | |
| | Acord Insurance Certificate (sample included) | | |
| | <p>HARD COPY SUBMISSION: One (1) Original Submission Package, PAPER COPY) and one (1) exact electronic copy, on thumb drive, of the Submission package. With an additional excel file containing the “Itemized Bid Form” to be completed and included as an unlocked Excel file.”</p> <p>OR</p> <p>ELECTRONIC SUBMISSION: Upload one (1) all-inclusive adobe file of the Submission package to the County Website via VendorRegistry.com. With an additional excel file containing the “Itemized Bid Form” to be completed and included as an unlocked Excel file.” Files are to be labeled “20-018 bidder name”. Reminder: Bid Bond Original, hard copy to be received in Purchasing Dept prior to submission deadline.</p> | | |
| | Sealed Submission Label | | |

E. Pricing

1. This is a Lump Sum and Unit Price Bid. Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit Price Bid items. Award will be based on the total Lump Sum Bid Price, sum of Unit Price items, and requirements of Bidder. All work for this ITB will be awarded to one (1) Bidder. Bidder agrees to hold pricing for 120 calendar days from the solicitation deadline.

COSTS:

| TASK NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | Extended Price (Qty*Unit) |
|-----------------|--|-----------------|-------------|-------------------|----------------------------------|
| 1 | MOBILIZATION | 1 | LS | | |
| 2 | BONDS & INSURANCE | 1 | LS | | |
| 3 | CONSTRUCTION SURVEY STAKING INCLUDING AS-BUILT | 1 | LS | | |
| 4 | MAINTENANCE OF TRAFFIC | 1 | LS | | |
| 5 | SEDIMENT BARRIER TEMPORARY | 1,282 | LF | | |
| 6 | CLEARING & GRUBBING (INCLUDING TREE REMOVAL, MILLING & ASPHALT/CONCRETE REMOVAL) | 1 | LS | | |
| 7 | REGULAR EXCAVATION | 143 | CY | | |
| 8 | EMBANKMENT | 180 | CY | | |
| 9 | TYPE B STABILIZATION LBR 40 (12” COMPACTED THICKNESS) | 18 | SY | | |
| 10 | OPTIONAL BASE, BASE GROUP 04, (6” COMPACTED THICKNESS) | 98 | SY | | |

| | | | | | |
|----|--|-------|----|--|--|
| 11 | SUPERPAVE ASPHALTIC CONCRETE, TYPE SP-9.5, AVG. 1½" THICK, RAP 30% MAXIMUM | 35 | TN | | |
| 12 | 12" X 18" MITERED END SECTION | 4 | EA | | |
| 13 | 12" X 18" (RCP) REINFORCED CONCRETE PIPE | 152 | LF | | |
| 14 | CONCRETE FLUME WITH BRICK DISSIPATORS | 1 | EA | | |
| 15 | TYPE "F" CURB | 104 | LF | | |
| 16 | TYPE "D" CURB | 11 | LF | | |
| 17 | DROP CURB | 145 | LF | | |
| 18 | SIDEWALK CONCRETE, 4" THICK, 2,500 PSI MIN | 728 | SY | | |
| 19 | CONCRETE DRIVEWAY, 6" THK, 4,000 PSI MIN | 80 | SY | | |
| 20 | DETECTABLE WARNING, YELLOW, EMBEDDED | 110 | SF | | |
| 21 | PERFORMANCE TURF (SOD) | 2,253 | SY | | |
| 22 | SINGLE POST SIGN, F & I, <12 S.F. | 8 | AS | | |
| 23 | SINGLE POST SIGN, REMOVE & DISCARD | 6 | AS | | |
| 24 | RETRO-REFLECTIVE RAISED PAVEMENT MARKERS, YELLOW/YELLOW | 14 | EA | | |
| 25 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE 6" | 200 | LF | | |
| 26 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 12" | 185 | LF | | |
| 27 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 24" | 38 | LF | | |
| 28 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SKIP 6" (3'/3') | 19 | LF | | |
| 29 | TEMPORARY PAINTED PAVEMENT MARKINGS, WHITE, YIELD TRIANGLES | 10 | LF | | |
| 30 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID 6" | 176 | LF | | |
| 31 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 18" | 12 | LF | | |

| | | | | | |
|---|---|-----|----|----|--|
| 32 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE YIELD MESSAGE | 1 | EA | | |
| 33 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 6" | 200 | LF | | |
| 34 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" | 185 | LF | | |
| 35 | THERMOPLASTIC, STANDARD, WHITE, SKIP, 6" (3'3') | 19 | LF | | |
| 36 | THERMOPLASTIC, STANDARD, WHITE, YIELD TRIANGLES | 10 | LF | | |
| 37 | THERMOPLASTIC, PREFORMED, WHITE, 24" | 38 | LF | | |
| 38 | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6" | 176 | LF | | |
| 39 | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" | 12 | LF | | |
| 40 | THERMOPLASTIC, STANDARD, WHITE YIELD MESSAGE | 1 | EA | | |
| TOTAL LUMP SUM BID AMOUNT <small>[numeric]</small> | | | | \$ | |

LS = Lump Sum, CY=Cubic Yard, SY = Square Yard, TN = Ton, LF = Linear Foot, AS = Assembly, and EA = Each

The total of the items listed above must total the lump sum amount below.

Total Lump Sum Bid Amount: _____
[Written in Words]

- F. **Term:** Bidder agrees that the Work will be **substantially complete** within **sixty (60) calendar days and achieve final completion and ready for final payment within seventy-five (75) calendar days** after the date when the Contract Times commence to run. The Contract Times will commence to run on the thirteenth (13th) day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement.
- G. **Liquidated Damages:** Owner and Contractor recognize that time is of the essence of this Agreement, and that Owner will suffer financial loss if the Work is not completed within the times specified. In agreeing upon the daily liquidated damages amount stated in this paragraph, Owner and Contractor have considered the original Contract Price, the average construction, engineering, and inspection costs experienced by Owner, and anticipated costs of project-related delays and inconveniences to Owner and the public. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (and not as a penalty) Contractor shall pay Owner **One-thousand one hundred seventy Dollars (\$1,197.00)** for each calendar day that expires after the time specified as the Term for this project until the Work is completed and ready for final payment. Liquidated damages shall be deducted by Owner from any balance due Contractor or, if the balance due Contractor is less than the amount of liquidated damages, Contractor shall pay to Owner the remaining unpaid liquidated damages within thirty (30) days after Owner's invoice is sent to Contractor.

Owner does not waive its right to liquidated damages due under this Agreement by allowing Contractor to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of a default of this Agreement and the completion of the Work by Owner, Contractor and Contractor's surety are liable for the liquidated damages under this Agreement, but Owner will not charge liquidated damages for any delay in the final completion of Owner's performance of the Work due to any unreasonable action or delay on the part of Owner.

- H. Bidder shall coordinate with the Project Manager in order to comply with all applicable quality control testing in accordance with the Drawings and Specification.
- I. Communications concerning this Bid have been addressed only to the contacts listed in Article 23 of Section 00100 of ITB 20-018.

Submitted on: _____, 20_____.

State Contractor License No. _____.

If Bidder is an Individual:

(SEAL)

Individual's name: _____

Signature: _____

Doing business as: _____

Business address: _____

Phone No.: _____

If Bidder is a Partnership:

(SEAL)

Partnership's name: _____

State in which organized: _____

Type of partnership: _____

Name of general partner: _____

Signature:

Business address:

Phone No.:

If Bidder is a Corporation:

(SEAL)

Corporation's name:

State of incorporation:

Name of authorized person to sign:

Title:

Signature:

Date of qualification to do business:

Attest:

Business address:

Phone No.:

If Bidder is a Limited Liability Company:

Limited Liability Company's name:

State in which registered:

Type of limited liability company
(member managed or manager
managed)

Name of manager or authorized
member to sign:

Signature:

Business address:

Phone No.:

If Bidder is a Joint Venture:

(SEAL)

Name 1: _____

Signature 1: _____

Address 1: _____

Name 2: _____

Signature 2: _____

Address 2: _____

Address for receipt of official
communications: _____

Phone number for official
communications: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

DIVISION 0 – SECTION 00410
BID BOND
ITB 20-018

STATE OF FLORIDA COUNTY OF
HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS, that we _____
(hereinafter called "Principal"), and _____ as Surety, (hereinafter called "Surety"),
are held and firmly bound unto the Highlands County, a political subdivision of the State of Florida
(hereinafter called "Owner"), in the sum of _____ Dollars (\$ _____), lawful
money of the United States of America, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents:

WHEREAS, the "Principal" contemplates submitting or has submitted to bid to the said "Owner"
for Bid No. ITB 20-018:

Sun N Lake Sidewalk Extension, Highlands County Project No. 19016

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or
bid bond in the amount of not less than five percent (5%) of the amount of 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" within fifteen (15) consecutive calendar days after having been given notice of award of the
contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid of the
"Principal" herein be accepted and said "Principal", within fifteen (15) consecutive calendar days after
notice being given of such acceptance, enter into a written contract with the "Owner", then this obligation
shall be void; otherwise, the sum herein stated shall be due and payable to the "Owner", and the "Surety"
herein agrees to pay said sum immediately upon demand of said "Owner", in good and lawful money
of the United States of America; as liquidated damages for failure thereof said "Principal".

IN WITNESS WHEREOF, the said _____, as "Principal" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its _____ and attested by its _____ under its corporate seal, this _____ day of _____, A.D. 20__.

ATTEST:

Title: _____

CONTRACTOR, AS PRINCIPAL:

By: _____ (Seal)

Title: _____

ATTEST:

Title: _____

AS SURETY:

By: _____ (Seal)

Title: _____

DIVISION 0 - SECTION 00600
PUBLIC CONSTRUCTION BOND
ITB 20-018
(Section 255.05(3), Florida Statutes)

Bond No. _____

BY THIS BOND, we, _____,
whose principal business address and phone number are _____
(_____), as Principal and _____, whose principal business
address and phone number are _____ (_____), as Surety, are bound to
Highlands County, a political subdivision of the State of Florida, herein called Owner, whose principal business
address and telephone number are 600 South Commerce Avenue, Sebring, Florida 33870 (863-402-6500), in
the sum of _____ (\$_____), for payment of which we bind ourselves,
our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, between Principal and Owner for construction of the **Sun N Lake Sidewalk Extension, Highlands County Project No. 19016**, that Contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, services, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in that Contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under that Contract; and
4. Performs the Principal's guarantee of all work and materials furnished under that Contract for the time specified in that Contract, then this Bond is void; otherwise it remains in full force.

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) and (10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with that Contract or the changes does not affect Surety's obligation under this Bond.

Dated _____, 20_____.

AS SURETY:

CONTRACTOR, AS PRINCIPAL:

By: _____
(As Attorney in Fact)

By: _____

Title: _____

INSTRUCTIONS FOR PUBLIC CONSTRUCTION BOND

1. A good and sufficient Public Construction Bond, in the penal sum of not less than one hundred percent (100%) of the Contract Price, with a Surety Company satisfactory to the County, will be required of Contractor guaranteeing that the contract, including the various guarantee periods thereunder will be faithfully performed; and that Contractor will promptly make payment to all persons supplying Contractor labor, materials, supplies and services used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract.
2. The Surety Company furnishing this Bond shall be authorized to do business in the State of Florida, shall be in compliance with the provisions of the Florida Insurance Code, shall have twice the minimum surplus and capital required by the Florida Insurance Code, and shall hold a currently valid certificate of authority issued by the United States Department of Treasury pursuant to Title 31, Sections 9304-9308, of the United States Code. Surety Company must have a rating of not less than "A-X" by the latest edition of the KEY RATING GUIDE as published by A.M. Best Company, Inc., A.M. Best Road, Oldwick, NJ 08858.
3. The Attorney-in-Fact (Resident Agent) who executes the Public Construction Bond on behalf of the Surety Company must attach a notarized copy of his or her power-of-attorney as evidence of his or her authority to bind the Surety Company on the date of execution of the bonds. All signatures must be original. No copied or facsimile signatures will be accepted. All Contracts, Public Construction Bond, and respective powers-of-attorney will have the same date.
4. In the event the Surety Company becomes unsatisfactory to the County, County may at its discretion, require from Contractor an additional or new bond in the same or lessor penal sum, satisfactory to the County, and to be conditioned as above required. Upon Contractor's failure to furnish such additional or new bond within ten (10) days from the date of written notice to do so, all payments under the Contract will be withheld until such additional bond is furnished.

**DIVISION 0 - SECTION 00836
WAIVER OF RIGHT TO CLAIM AGAINST THE PUBLIC CONSTRUCTION BOND (FINAL PAYMENT)
ITB 20-018**

The undersigned, in consideration of the final payment in the amount of \$ _____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____
_____ on the job of Highlands County, a political subdivision of the State of Florida, for improvements to the following described project: "Sun 'N Lake Sidewalk Extension, Highlands County Project No. 19016"

DATED ON _____, 20 ____.

By: _____

IN WITNESS WHEREOF _____ have (has) hereunto set hand and seal
this _____ day of _____, 20 ____.

WITNESS:

Print Name: _____

(Seal)

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ day of _____, 20 ____.

Notary Public
State of Florida-at-Large

My Commission Expires: _____

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (PROGRESS PAYMENT)
ITB 20-018**

The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished through (insert date) to (insert the name of your customer) on the job of (Highlands County, a political subdivision of the State of Florida), for improvements to the following described Sun 'N Lake Sidewalk Extension, Highlands County Project No. 19016". This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

DATED ON _____, 20 ____.

By: _____

IN WITNESS WHEREOF _____ have (has) hereunto set hand and seal this _____ day of _____, 20 ____.

WITNESS:

(Seal)

Print Name: _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ day of _____, 20 ____.

Notary Public
State of Florida-at-Large

My Commission Expires: _____

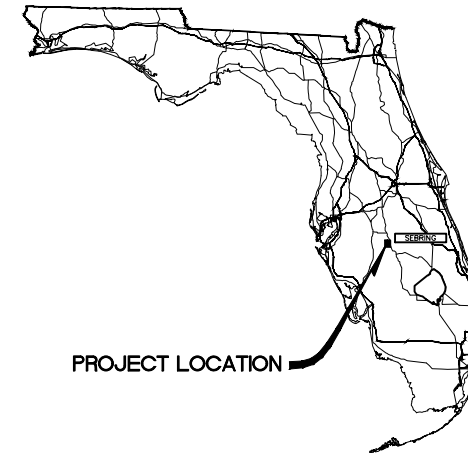
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT "A"



DIAL 811
Local No. 1-800-432-4770
Notification # 068600373
Call 48 hours before you dig.

STATE LAW REQUIRES EXCAVATORS TO CALL 811 BEFORE DIGGING PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" CHAPTER 556, FLORIDA STATUTES. FAILURE TO CALL CAN RESULT IN FINES FROM \$250 TO \$5,000.

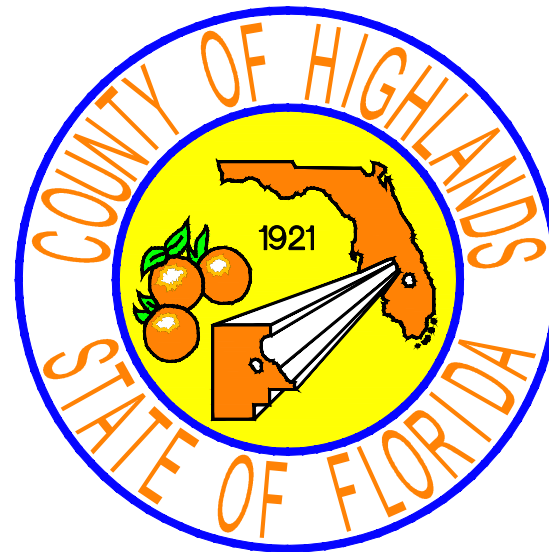


PROJECT LOCATION

SHEET DESCRIPTION

- 1 COVER SHEET
- 2 LEGEND
- 3 GENERAL NOTES & SPECIFICATIONS
- 4-5 TYPICAL SECTIONS
- 6 DETAILS
- 7-9 PLAN
- 10-13 CROSS SECTIONS
- 14-19 MAINTENANCE OF TRAFFIC

CONSTRUCTION PLANS FOR SUN 'N LAKE SIDEWALK EXTENSION HIGHLANDS COUNTY PROJECT NO. 19016 FM# 441739-1-58-01



CLINTON HOWERTON, JR., P.E.
COUNTY ENGINEER

ENGINEER OF RECORD
JAMES D. LANGFORD, JR., P.E.

RIGHT-OF-WAY WIDTH = 100' WIDTH
APPROXIMATE PROJECT LENGTH = 1,340 LF (0.25± MILE)
POSTED SPEED LIMIT = 35 MPH

UTILITY COMPANIES

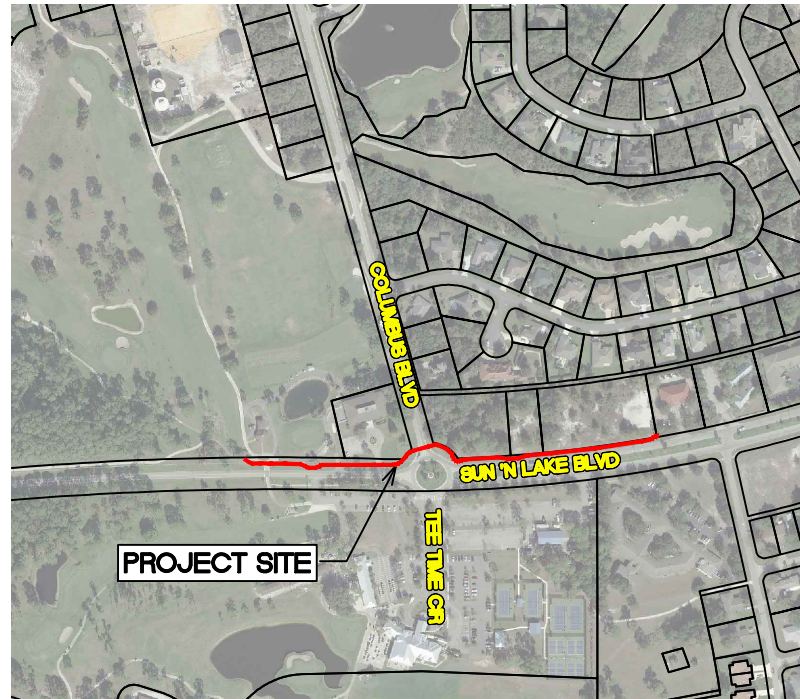
COMCAST CABLE
3010 HERRING AVE.
SEBRING, FL 33870
TIM HINEFELT
(863) 273-8556

HIGHLANDS COUNTY TRAFFIC
505 S. COMMERCE AVE.
SEBRING, FLORIDA 33870
EDDIE CARDONA
(863) 402-6877

SUN 'N LAKE OF SEBRING
IMPROVEMENT DISTRICT
5306 SUN 'N LAKE BLVD.
SEBRING, FL 33870
(863) 382-2196

CENTURY LINK
924 MEMORIAL DR.
AVON PARK, FL 33825
KEN LUTZ
(863) 452-3185

DUKE ENERGY-FLORIDA
2051 OLD SCENIC HWY.
LAKE WALES, FL 33898
MARK MANNER
(863) 678-4476



PROJECT LOCATION MAP
(NOT TO SCALE)

| PROJECT CONTROL POINTS | | | | | | |
|------------------------|--------------|-------------|-----------|----------|--------------|----------------------------|
| Number | Northing | Easting | Elevation | Station | Off-Set | Description |
| 1 | 1163389.3360 | 488395.0690 | 160.75' | 31+53.53 | 97.93' Right | Highlands County Benchmark |
| 2 | 1163567.4910 | 488301.3470 | 160.49' | 30+60.24 | 81.41' Left | 4"X4" Concrete Monument |

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS DATED 2018, AS AMENDED BY CONTRACT DOCUMENTS.
<https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/floridagreenbook/2018-florida-greenbook.pdf?>

TECHNICAL SPECIFICATIONS (DIVISION II & III): FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2022/2023 STANDARD PLANS AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND JANUARY, 2023 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION; AS AMENDED BY CONTRACT DOCUMENTS.

HIGHLANDS COUNTY TECHNICAL STANDARDS MANUAL, THROUGH RESOLUTION 14-15-60.
[http://cms2.revize.com/revize/highlandscounty/document_center/LDRS%20thru%20Ord%2017-18-15%20\(7-25-18\).pdf](http://cms2.revize.com/revize/highlandscounty/document_center/LDRS%20thru%20Ord%2017-18-15%20(7-25-18).pdf)

PLANS PREPARED BY HIGHLANDS COUNTY ENGINEERING DEPARTMENT

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

| SUN 'N LAKE SIDEWALK EXTENSION HIGHLANDS COUNTY PROJECT NO. 19016 BASE BID | | | | | |
|--|-------------|--|----------|------|--|
| TASK NO. | PAY ITEM | ITEM DESCRIPTION | QUANTITY | UNIT | |
| 1 | 101-1 | MOBILIZATION | 1 | LS | |
| 2 | 101-1 | BONDS & INSURANCE | 1 | LS | |
| 3 | 105 | CONSTRUCTION SURVEY STAKING INCLUDING AS-BUILT | 1 | LS | |
| 4 | 102-1 | MAINTENANCE OF TRAFFIC | 1 | LS | |
| 5 | 104-10-3 | SEDIMENT BARRIER TEMPORARY | 1,282 | LF | |
| 6 | 110-1-1 | CLEARING AND GRUBBING INCLUDING TREE REMOVAL, MILLING & ASPHALT/CONCRETE REMOVAL | 1 | LS | |
| 7 | 120-1 | REGULAR EXCAVATION | 143 | CY | |
| 8 | 120-6 | EMBANKMENT | 180 | CY | |
| 9 | 160-4 | TYPE B STABILIZATION LBR 40 (12" COMPACTED THICKNESS) | 18 | SY | |
| 10 | 285-706 | OPTIONAL BASE, BASE GROUP 04, (6" COMPACTED THICKNESS) | 98 | SY | |
| 11 | 334-1-14 | SUPERPAVE ASPHALTIC CONCRETE, SP 9.5, AVG. 1 1/2" THICK, RAP 30% MAXIMUM | 35 | TN | |
| 12 | 430-022 | 12" X 18" MITERED END SECTION | 4 | EA | |
| 13 | 430-175-115 | 12" X 18" (RCP) REINFORCED CONCRETE PIPE | 152 | LF | |
| 14 | 520 | CONCRETE FLUME WITH BRICK DISSIPATORS | 1 | EA | |
| 15 | 520-1-10 | TYPE "F" CURB | 104 | LF | |
| 16 | 500-2-4 | TYPE "D" CURB | 11 | LF | |
| 17 | 520-3 | DROP CURB | 145 | LF | |
| 18 | 522-1 | SIDEWALK CONCRETE, 4" THICK, 2,500 PSI MIN | 728 | SY | |
| 19 | 522-2 | CONCRETE DRIVEWAY, 6" THK, 4,000 PSI MIN | 80 | SY | |
| 20 | 527-2 | DETECTABLE WARNING, YELLOW, EMBEDDED | 110 | SF | |
| 21 | 570-1-2 | PERFORMANCE TURF (SOD) | 2,253 | SY | |
| 22 | 700-1-11 | SINGLE POST SIGN, F & L, <12 S.F. | 8 | AS | |
| 23 | 700-1-60 | SINGLE POST SIGN, REMOVE & DISCARD | 6 | AS | |
| 24 | 706-3 | RETRO-REFLECTIVE RAISED PAVEMENT MARKERS, YELLOW/YELLOW | 14 | EA | |
| 25 | 710-111-01 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, 6" | 200 | LF | |
| 26 | 710-111-23 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 12" | 185 | LF | |
| 27 | 710-111-25 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 24" | 38 | LF | |
| 28 | 710-111-31 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SKIP 6" (3/3) | 19 | LF | |
| 29 | 710-111-80 | TEMPORARY PAINTED PAVEMENT MARKINGS, WHITE, YIELD TRIANGLES | 10 | LF | |
| 30 | 710-112-01 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 6" | 176 | LF | |
| 31 | 710-112-02 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 18" | 12 | LF | |
| 32 | 710 | TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE YIELD MESSAGE | 1 | EA | |
| 33 | 711-151-01 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 6" | 200 | LF | |
| 34 | 711-111-23 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" | 185 | LF | |
| 35 | 711-111-41 | THERMOPLASTIC, STANDARD, WHITE, SKIP, 6" (3/3) | 19 | LF | |
| 36 | 711-111-80 | THERMOPLASTIC, STANDARD, WHITE, YIELD TRIANGLES | 10 | LF | |
| 37 | 711-14-125 | THERMOPLASTIC, PREFORMED, WHITE, 24" | 38 | LF | |
| 38 | 711-152-01 | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6" | 176 | LF | |
| 39 | 711-152-02 | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" | 12 | LF | |
| 40 | 711 | THERMOPLASTIC, STANDARD, WHITE YIELD MESSAGE | 1 | EA | |

| <p>DESIGNED BY: J.D. LANGFORD, P.E. DRAWN BY: STACEY MAHONEY CHECKED BY: J.D. LANGFORD, P.E. IN CHARGE: J.D. LANGFORD, P.E. DATE: 11/21/2022</p> | | <p>HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870</p> | | | <p>SUN 'N LAKE SIDEWALK EXTENSION COVER</p> | | <p>SCALE: HORIZ. N/A VERT. N/A</p> | | | | | | | | | | | | |
|--|----|---|----|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--------------|--------------------------|
| <p>REVISIONS</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | | DATE | BY | | DESCRIPTION | | | | | | | | | | <p>STATUS</p> <p>FOR BIDDING</p> | | <p>APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402</p> | <p>DATE:</p> | <p>PROJECT NO. 19016</p> |
| DATE | BY | DESCRIPTION | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

EXHIBIT "A"

| LINE LEGEND | |
|-------------|---|
| | OVERHEAD WIRES |
| | BURIED ELECTRIC |
| | CONDUIT & CASEMENTS |
| | BURIED FIBER OPTIC |
| | BURIED TELEPHONE |
| | FORCE MAIN |
| | GAS LINE |
| | WATER LINE |
| | CABLE TELEVISION |
| | WIRE FENCE |
| | CHAIN LINK FENCE |
| | WOOD FENCE |
| | EXISTING TOP OF BANK |
| | EXISTING TOE OF SLOPE |
| | EXISTING EDGE OF SHELL ROCK |
| | EXISTING RIGHT OF WAY LINE |
| | PROPOSED RIGHT OF WAY LINE |
| | EXISTING GRADE AT R/W RT (PROFILE VIEW) |
| | EXISTING GRADE AT R/W LT (PROFILE VIEW) |
| | EXISTING GRADE AT CONST BL (PROFILE VIEW) |
| | EXISTING CONTOURS WITH ELEVATIONS |
| | PROPOSED CONTOURS WITH ELEVATIONS |
| | EXISTING GUARDRAIL |
| | EXISTING EASEMENT |
| | GOVERNMENT FRACTIONAL LINES |
| | LOT LINES |
| | PROPOSED SOD SHOULDER LINE |
| | PROPOSED BACK OF DITCH |
| | PROFILE GRADE LINE (PROFILE VIEW) |
| | PROPOSED CURVE RETURN |
| | PROPOSED CENTERLINE OR BASELINE |

| SYMBOL LEGEND | |
|---------------|-----------------------|
| | BENCHMARK |
| | CONCRETE MONUMENT |
| | IRON ROD OR IRON PIPE |
| | NAIL AND DISK |
| | CLEANOUT |
| | ELECTRIC METER |
| | FLAG ELECTRIC |
| | FLAG FIBER OPTIC |
| | FLAG GAS |
| | FLAG SEWER |
| | FLAG TELEPHONE |
| | FLAG WATER |
| | FIRE HYDRANT |
| | GAS VALVE |
| | ELECTRIC BOX |
| | TELEPHONE BOX |
| | TELEVISION BOX |
| | TRAFFIC SIGNAL BOX |
| | PEDESTRIAN CROSSWALK |
| | LIGHT POLE |
| | MANHOLE DRAINAGE |
| | MANHOLE OTHER |
| | MANHOLE SEWER |
| | MANHOLE TELEPHONE |
| | MONITORING WELL |
| | UTILITY POLE |
| | WATER METER |
| | WATER VALVE |
| | WELL |
| | EXISTING GRADE SHOT |
| | PROPOSED ELEVATIONS |
| | BOLLARD |
| | MAIL BOX |
| | SIGN |
| | MITERED END SECTION |
| | GUY ANCHOR |

| ABBREVIATIONS | |
|---------------|--------------------------------|
| A.D. | ALGEBRAIC DIFFERENCE |
| BFS | BEGIN FULL SUPER |
| BL | BASELINE |
| BNC | BEGIN NORMAL CROWN |
| CMP | CORRUGATED METAL PIPE |
| CONC. | CONCRETE |
| CONST. | CONSTRUCTION |
| EFS | END FULL SUPER |
| ELEV | ELEVATION |
| ENC | END NORMAL CROWN |
| EXIST. | EXISTING |
| HDPE | HIGH DENSITY POLYETHYLENE PIPE |
| LC | LONG CHORD |
| LT | LEFT |
| MES | MITERED END SECTION |
| PAVT | PAVEMENT |
| PC | POINT OF CURVATURE |
| PGL | PROFILE GRADE LINE |
| PROP. | PROPOSED |
| PT | POINT OF TANGENCY |
| PVC | POINT OF VERTICAL CURVE |
| PVI | POINT OF VERTICAL INTERSECTION |
| PVT | POINT OF VERTICAL TANGENCY |
| R/W | RIGHT OF WAY |
| RC | REVERSE CROWN |
| RCP | REINFORCED CONCRETE PIPE |
| RT | RIGHT |
| STA | STATION |
| TYP | TYPICAL |

| TREE LEGEND | |
|-------------|---------------|
| | CEDAR TREE |
| | CITRUS TREE |
| | CYPRESS TREE |
| | MAGNOLIA TREE |
| | MAPLE TREE |
| | OAK TREE |
| | PALM TREE |
| | PINE TREE |
| | TREE |
| | TREE A |
| | TREE B |
| | TREE C |
| | TREE D |

| DRAINAGE LEGEND | |
|-----------------|-----------------------------|
| | EXISTING PIPES & STRUCTURES |
| | PROPOSED PIPES & STRUCTURES |

| REVISIONS | | |
|-----------|----|-------------|
| DATE | BY | DESCRIPTION |
| | | |
| | | |
| | | |

STATUS

FOR BIDDING

DESIGNED BY:
J.D. LANGFORD, P.E.

DRAWN BY:
STACEY MAHONEY

CHECKED BY:
J.D. LANGFORD, P.E.

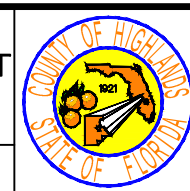
IN CHARGE:
J.D. LANGFORD, P.E.

DATE:
11/21/2022

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

DATE:



SUN 'N LAKE
SIDEWALK EXTENSION
LEGEND

SCALE:
HORIZ. N/A
VERT. N/A

PROJECT NO. 19016

REV. 0

SHEET 2 OF 19

GENERAL NOTES AND SPECIFICATIONS

GENERAL CONSTRUCTION NOTES

- The Contractor shall be responsible for furnishing all material and labor to construct the facility as shown and described in the construction documents.
- The Contractor shall be responsible for obtaining all required construction bonds prior to construction.
- The Contractor shall have available at the job site at all times one copy of the construction documents including plans, specifications, and special conditions and copies of any required construction permits.
- Any discrepancies on the drawings shall be immediately brought to the attention of the Highlands County Project Manager before commencing work. No field changes or deviations from design are to be made without prior approval of the Highlands County Project Manager.
- Contractor shall submit a construction schedule to the Highlands County Project Manager prior to commencement of construction.
- Contractor shall coordinate proposed driveway construction with affected property owners.
- Contractor shall repair and/or replace all disturbed irrigation. Contractor shall coordinate this activity with affected property owners.

EROSION CONTROL

- The Contractor shall grade the site to the elevations indicated and shall regrade washouts where they occur after every rainfall event until sod is well established or adequate stabilization occurs.
- Contractor shall denote on plan the temporary parking and storage area which shall also be used as the equipment maintenance and cleaning area, employee parking area, and area for locating toilet facilities
- All wash water (concrete trucks, vehicle cleaning, equipment cleaning, etc.) shall be detained and properly treated and disposed.
- The Contractor shall be responsible for the control of dust and dirt rising and scattering in the air during construction and shall provide water sprinkling or other suitable methods of control. The Contractor shall comply with all governing regulations pertaining to environmental protection.
- The use of motor oils and other petroleum based or toxic liquids for dust suppression operations is prohibited.
- Sod must be installed and maintained on exposed slopes within 48 hours of completing final grading, and at any other time as necessary, to prevent erosion, sedimentation or turbid discharges.
- Stabilization practices should be initiated as soon as practical, but in no case more than 7 days where construction has temporarily ceased.
- All materials spilled, dropped, washed or tracked from vehicles onto roadways or into storm drains must be removed as soon as possible.
- On-site & off-site soil stockpile and borrow areas shall be protected from erosion and sedimentation through implementation of best management practices.
- Slopes shall be left in a roughened condition during the grading phase to reduce runoff velocities and erosion.
- Due to grade changes during the development of the project, the Contractor shall be responsible for adjusting the erosion control measures (silt fence, etc.) to prevent erosion.
- All construction shall be stabilized at the end of each working day, this includes back filling of trenches for utility construction and placement of gravel or bituminous paving for road construction.
- The contractor shall install sediment barrier as shown on plans within the perimeter of the project site.

SURVEY AND STAKEOUT

- Existing section corners and ¼ Section corners, and other land markers or monuments located within proposed construction are to be referenced prior to construction and reset after construction. The Contractor shall have this work done by a registered Professional Land Surveyor at the Contractor's expense (Florida Registration). Any public land corner within the limits of construction is to be protected. If a corner monument is in danger of being destroyed and has not been properly referenced, the Contractor should notify the County Surveyor, without delay, by telephone (863-402-6877).
- Benchmark data is North American Vertical Datum of 1988 (NAVD 88), and Coordinates shown hereon were derived from GPS observations of local, published geodetic horizontal control points, referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (2007 Adjustment).
- Any NGVD-29 monument within the limits of construction is to be protected. If in danger of damage, the Contractor should notify: Geodetic Information Center, Attn: Mark Maintenance Section N/CG-162, 6001 Executive Boulevard, Rockville, Maryland 20852. Telephone (301) 443-8319.
- Grades shown are the finished grades, unless otherwise indicated.
- The Contractor shall remove survey stakes and erosion control items prior to the completion of the contract.
- The Contractor shall be responsible for submitting to the Highlands County Project Manager a certified record survey signed and sealed by a Professional Land Surveyor registered in the state of Florida depicting the actual field location of all constructed improvements that are required by the jurisdictional agencies for the certification process. All survey costs will be the Contractor's responsibility.

UTILITIES

- It is the Contractor's responsibility to contact the various utility companies which may have buried or aerial utilities within or near the construction area before commencing work. The Contractor shall call Sunshine 811 to provide 2 business days minimum notice to all utility companies in advance of any excavation involving their utilities so that a company representative can be present. A list of the utility companies which the Contractor MUST call before commencing work is provided in these construction plans. This list serves as a guide only and is not intended to limit the utility companies which the contractor may wish to notify.
- Finding the actual location of any existing utilities is the Contractor's responsibility and shall be done before he/she commences any work in the vicinity. Furthermore, the Contractor shall be fully responsible for any and all damages due to the Contractor's failure to exactly locate and preserve any and all underground utilities. The Owner or Engineer will assume no liability for any damages sustained or cost incurred because of the operations in the vicinity of existing utilities or structures, nor for temporary bracing and shoring of same. If it is necessary to shore, brace, swing or relocate a utility, the utility company or department affected shall be contacted and their permission obtained regarding the method to use for such work. In addition, the Contractor shall be responsible to verify if "other" utilities (Not shown in the plans) exist within the area of construction. Should there be utility conflicts, The Contractor shall inform the Engineer and notify the respective utility owners to resolve utility conflicts and utility adjustments as required.
- The Contractor is to use caution when working in or around areas of overhead transmission lines or underground utilities.
- Prior to commencement of any excavation, the contractor shall comply with Florida Statute 553.851 for the protection of underground gas pipelines.
- All valves within area of construction or disturbed by construction to be adjusted to finished grade. Replace valve collars and boxes as necessary.

CLEARING AND GRUBBING

- Contractor shall clear and grub all areas unless otherwise indicated, removing trees, stumps, roots, muck, existing pavement, existing concrete and all other deleterious material.

PAVING, GRADING AND DRAINAGE

- Where new pavements meets the existing pavement, the Contractor shall saw cut the existing pavement a minimum 2" deep for a smooth and straight joint and match the existing pavement elevation with the proposed pavement unless otherwise indicated.
- All cut or fill slopes shall be 4 (horizontal): 1 (vertical) or flatter unless otherwise shown.
- Existing drainage structures within construction limits shall remain unless noted otherwise.
- Contractor is responsible for repairing any existing concrete or asphalt areas that are disturbed during construction.

PAVEMENT MARKING AND SIGNAGE

- Stop bars shall be 24" white stripes.
- Temporary pavement markings shall be provided by the end of each day's operation.
- All pavement markings and signage shall be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition.
- Sign substrate shall be aluminum.
- Traffic signs shall be mounted on 3" diameter post with "Z" bar brackets.
- Sign post underground support shall be 6" aluminum "Z" bar brackets (no concrete).
- All removed sign assemblies shall be brought by the contractor to the Highlands County Traffic Operations Office located at 4300 George Blvd., Sebring, FL 33875.
- All furnished signs should comply with Highlands County standard materials. Z-bar on aluminum post with soil plates, FDOT standards.
- Any traffic control devices that need to be removed or relocated not addressed on the plan, needs to be approved by Highlands County Engineering.

SOD

- All disturbed areas within the project limits shall be sodded with "like kind" sod. The areas on which sod is to be placed shall be thoroughly wetted prior to and after placement is complete. No addition of top soil material is required prior to placement.
- All sod materials shall be subject to inspection by the Highlands County Project Manager prior to placement. Any sod with noxious weeds and grasses including tropical soda apple, shall be rejected for use on the spot.
- All areas within the project site shall be sodded unless indicated in these construction plans.

EXHIBIT "A"

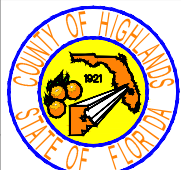
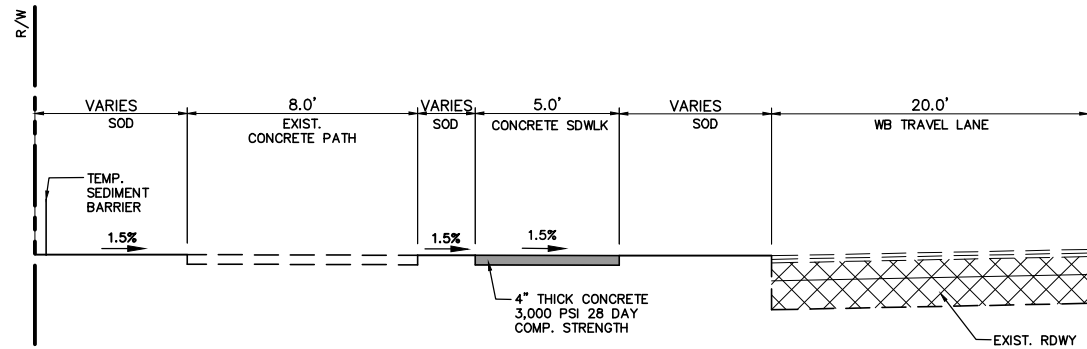
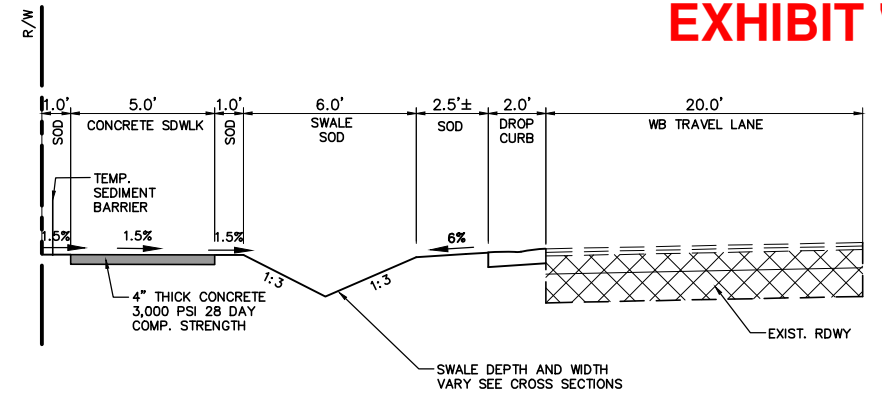
| REVISIONS | | | STATUS | DESIGNED BY: J.D. LANGFORD, P.E. | DRAWN BY: STACEY MAHONEY | CHECKED BY: J.D. LANGFORD, P.E. | IN CHARGE: J.D. LANGFORD, P.E. | DATE: 11/21/2022 | APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402 | DATE: |  | SCALE: | |
|-----------|----|-------------|--------------------|--|-----------------------------|------------------------------------|-----------------------------------|--|--|----------------------|---|---------------|-----------|
| DATE | BY | DESCRIPTION | | | | | | | | | | HORIZ. N/A | VERT. N/A |
| | | | FOR BIDDING | HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870 | | | | SUN 'N LAKE SIDEWALK EXTENSION NOTES | | PROJECT NO. 19016 | REV. 0 | SHEET 3 OF 19 | |
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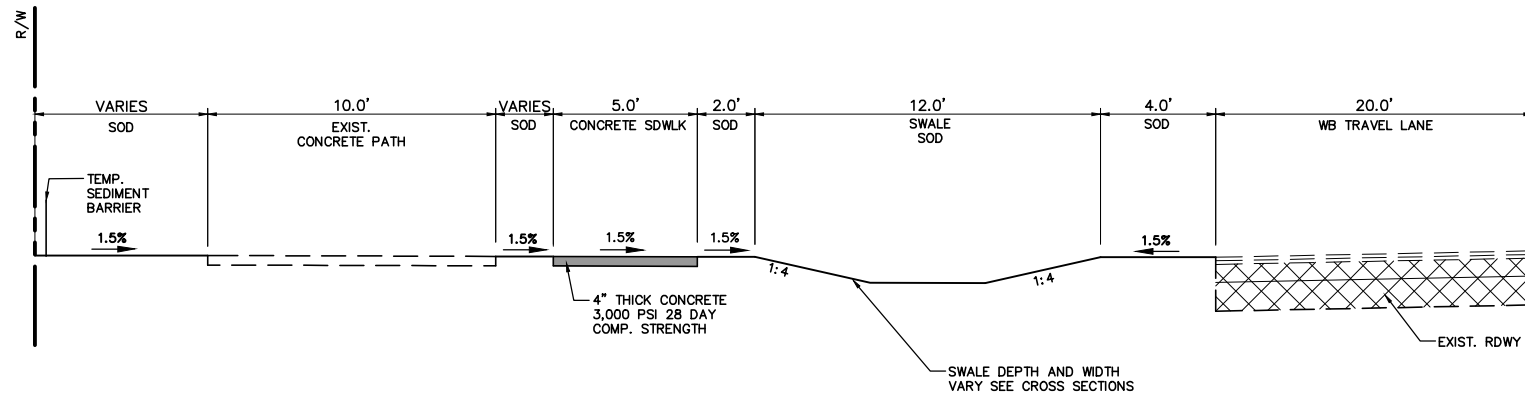
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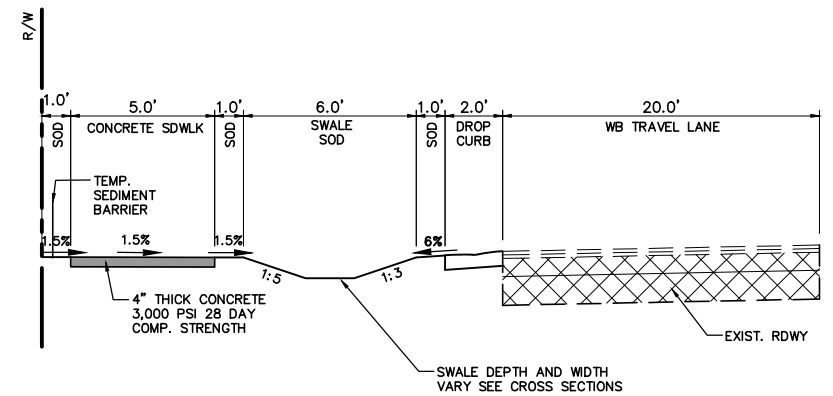
**TYPICAL SECTION
CONCRETE SIDEWALK CONSTRUCTION
FROM STA 25+64.38 TO STA 26+18.07**



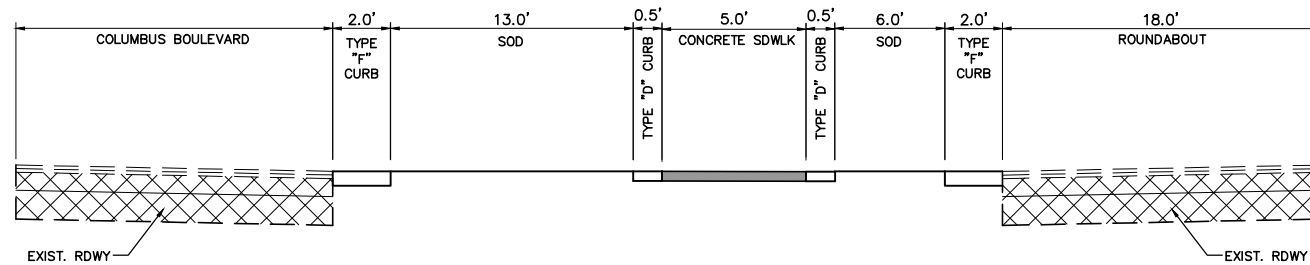
**TYPICAL SECTION
CONCRETE SIDEWALK CONSTRUCTION
FROM STA 32+33.83 TO STA 33+37.95**



**TYPICAL SECTION
CONCRETE SIDEWALK CONSTRUCTION
FROM STA 26+18.07 TO STA 27+15.38**



**TYPICAL SECTION
CONCRETE SIDEWALK CONSTRUCTION
FROM STA 34+25.62 TO STA 38+22.59**



**TYPICAL SECTION
CONCRETE SIDEWALK CONSTRUCTION
STA 31+15.74**

| REVISIONS | | STATUS |
|-----------|-------------|--------------------|
| DATE | DESCRIPTION | |
| | | FOR BIDDING |
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DESIGNED BY:
J.D. LANGFORD, P.E.

DRAWN BY:
STACEY MAHONEY

CHECKED BY:
J.D. LANGFORD, P.E.

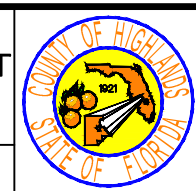
IN CHARGE:
J.D. LANGFORD, P.E.

DATE:
11/21/2022

**HIGHLANDS COUNTY
ENGINEERING DEPARTMENT**
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

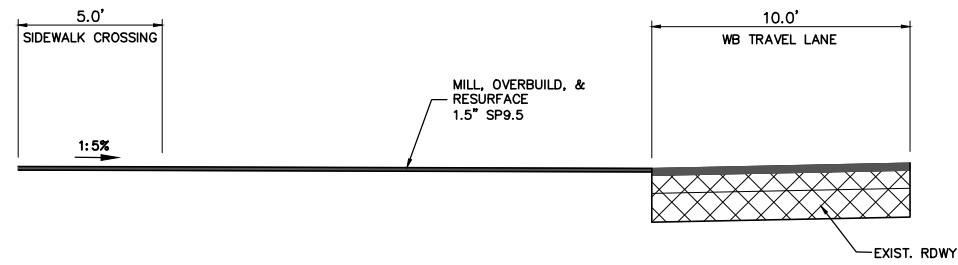
APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

DATE:

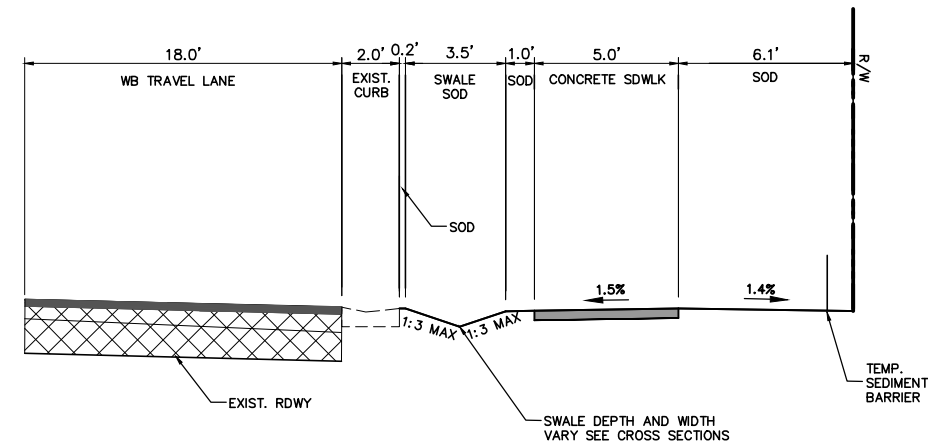


**SUN 'N LAKE
SIDEWALK EXTENSION**
TYPICAL SECTIONS

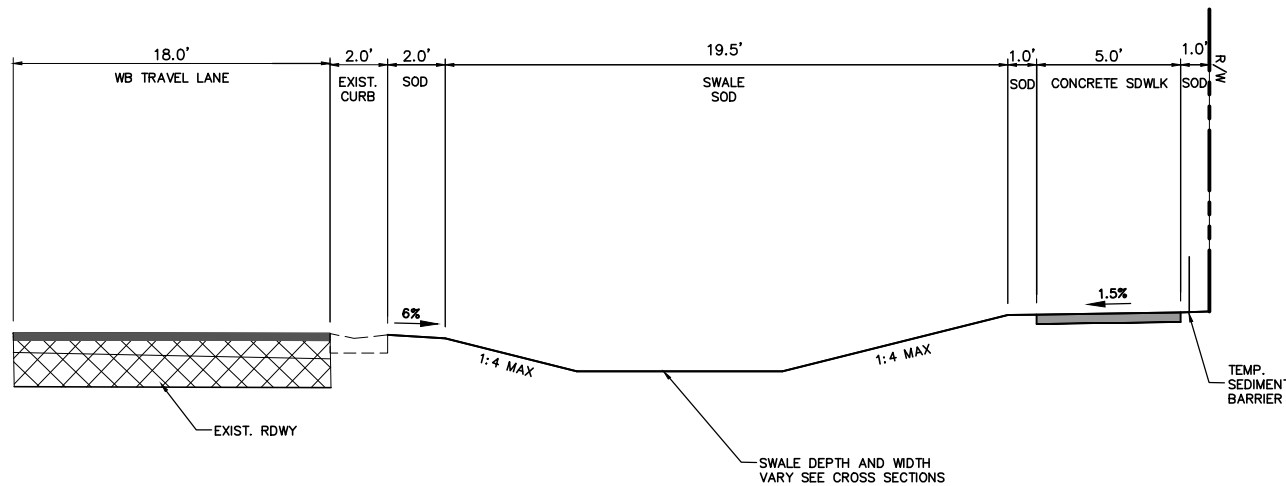
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| SHEET 4 OF 19 | | |



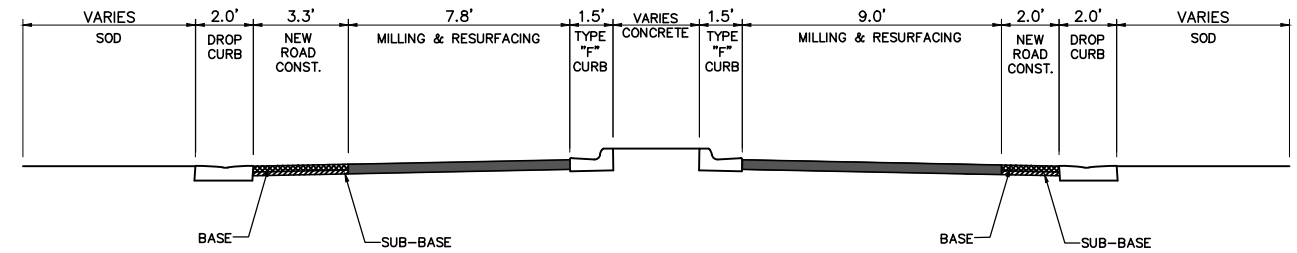
**TYPICAL SECTION
ASPHALT DRIVEWAY DETAIL
SECTION A-A**



**TYPICAL SECTION
CONCRETE SIDEWALK CONSTRUCTION
SECTION C-C**



**TYPICAL SECTION
CONCRETE SIDEWALK CONSTRUCTION
SECTION B-B**



**TYPICAL SECTION
SECTION D-D**

MILLING
MILL EXISTING PAVEMENT AN AVERAGE OF 1.75" TO ACHIEVE DESIGN SLOPE

RESURFACING
INSTALL AN AVERAGE THICKNESS OF 1.75" OF SP 9.5

| REVISIONS | | |
|-----------|----|-------------|
| DATE | BY | DESCRIPTION |
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STATUS

FOR BIDDING

DESIGNED BY:
J.D. LANGFORD, P.E.

DRAWN BY:
STACEY MAHONEY

CHECKED BY:
J.D. LANGFORD, P.E.

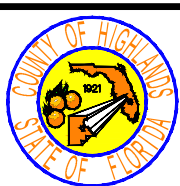
IN CHARGE:
J.D. LANGFORD, P.E.

DATE:
11/21/2022

**HIGHLANDS COUNTY
ENGINEERING DEPARTMENT**
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

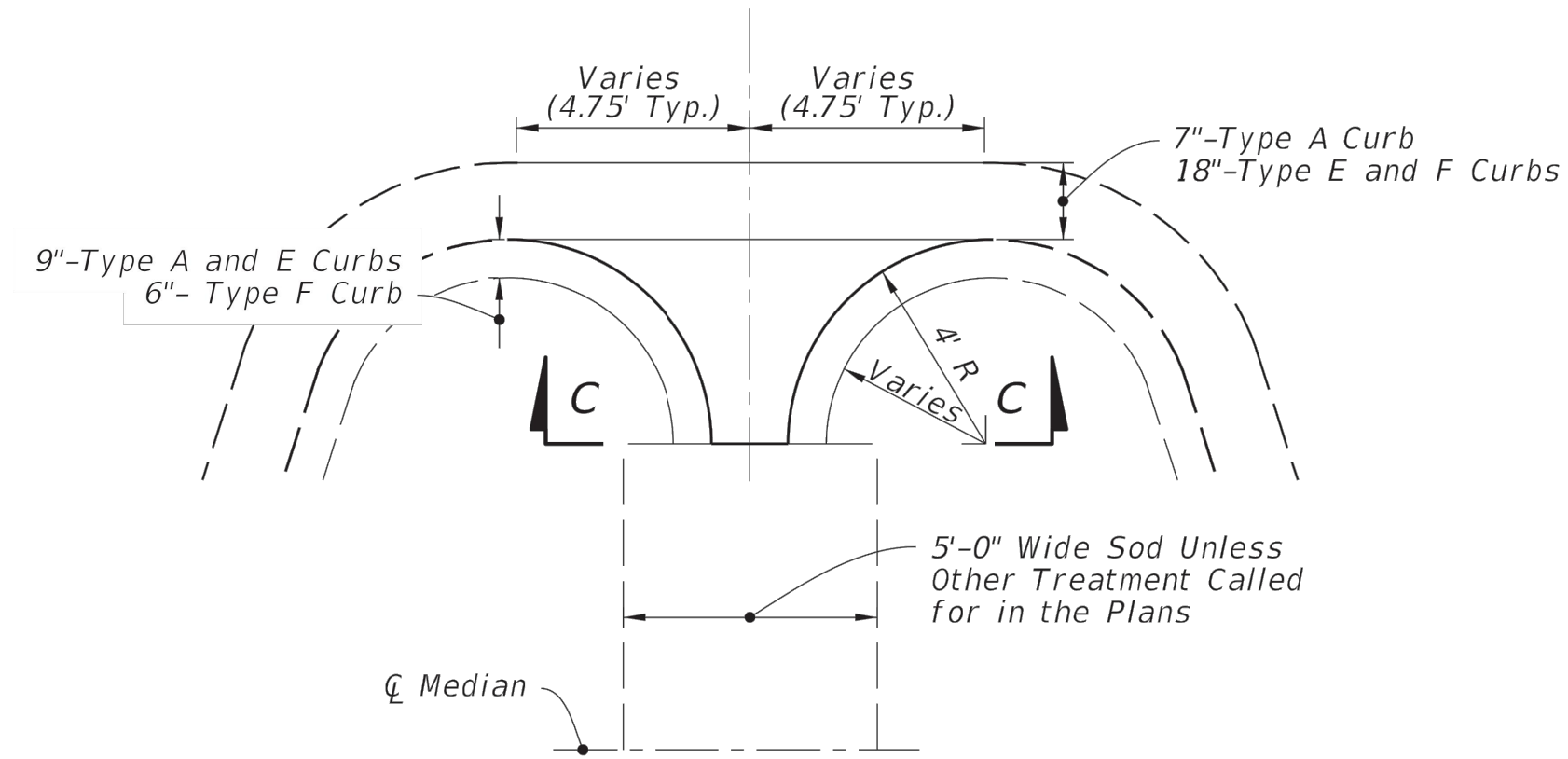
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FLORIDA REGISTRATION NO.: 78402

DATE:

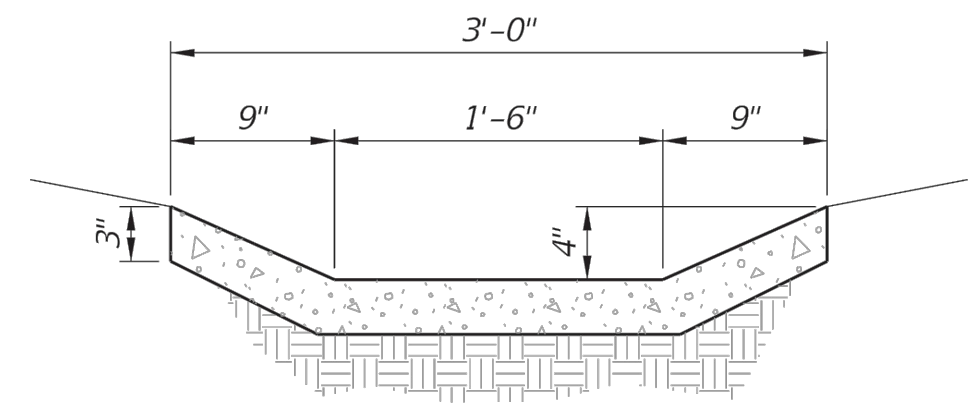


**SUN 'N LAKE
SIDEWALK EXTENSION**
TYPICAL SECTIONS

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| SHEET 5 OF 19 | | |

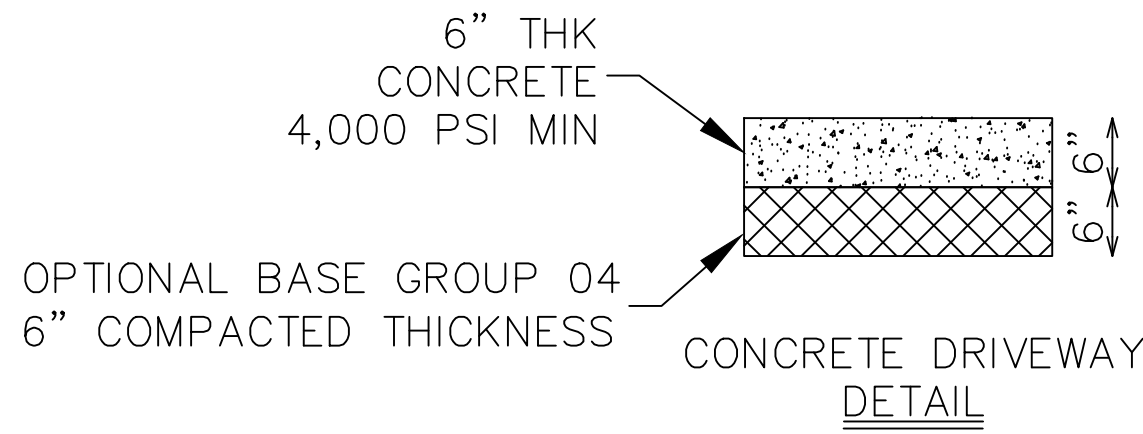


PLAN VIEW

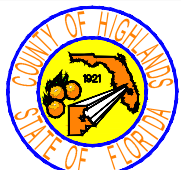


SECTION CC

FLUME DETAIL



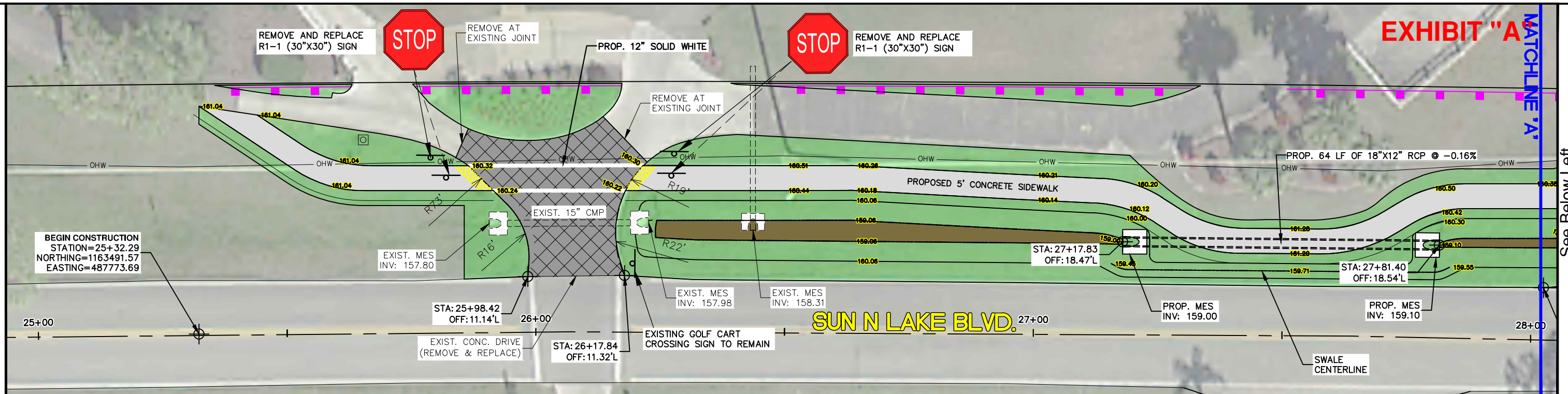
CONCRETE DRIVEWAY DETAIL

| REVISIONS | | | STATUS | DESIGNED BY: J.D. LANGFORD, P.E. | HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870 |  | SCALE: | |
|-----------|----|-------------|--------------------|-------------------------------------|--|---|---------------|-------|
| DATE | BY | DESCRIPTION | | | | | HORIZ. | VERT. |
| | | | FOR BIDDING | DRAWN BY: STACEY MAHONEY | APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402 | DATE: | N/A | |
| | | | | CHECKED BY: J.D. LANGFORD, P.E. | | | PROJECT NO. | REV. |
| | | | | IN CHARGE: J.D. LANGFORD, P.E. | | | 19016 | 0 |
| | | | | DATE: 11/21/2022 | | | SHEET 6 OF 19 | |

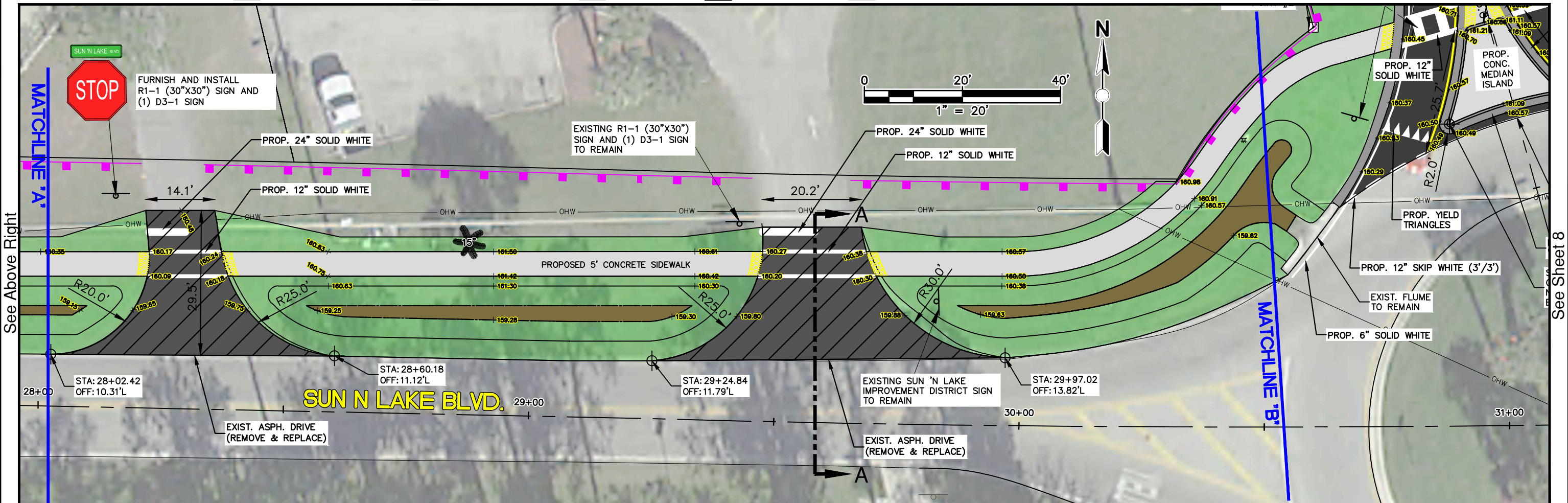
SUN 'N LAKE
SIDEWALK EXTENSION
DETAILS

MATCHLINE 'A'

See Below Left



- PROPOSED ASPHALT PAVEMENT
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE DRIVEWAY
- PROPOSED SOD
- ASPHALT REMOVAL
- CONCRETE REMOVAL
- PROP. DETECTABLE WARNING, YELLOW, EMBEDDED
- TEMPORARY SEDIMENT BARRIER
- PROP. SWALE BOTTOM



See Above Right

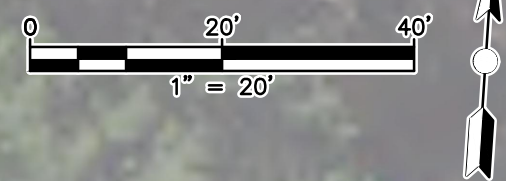
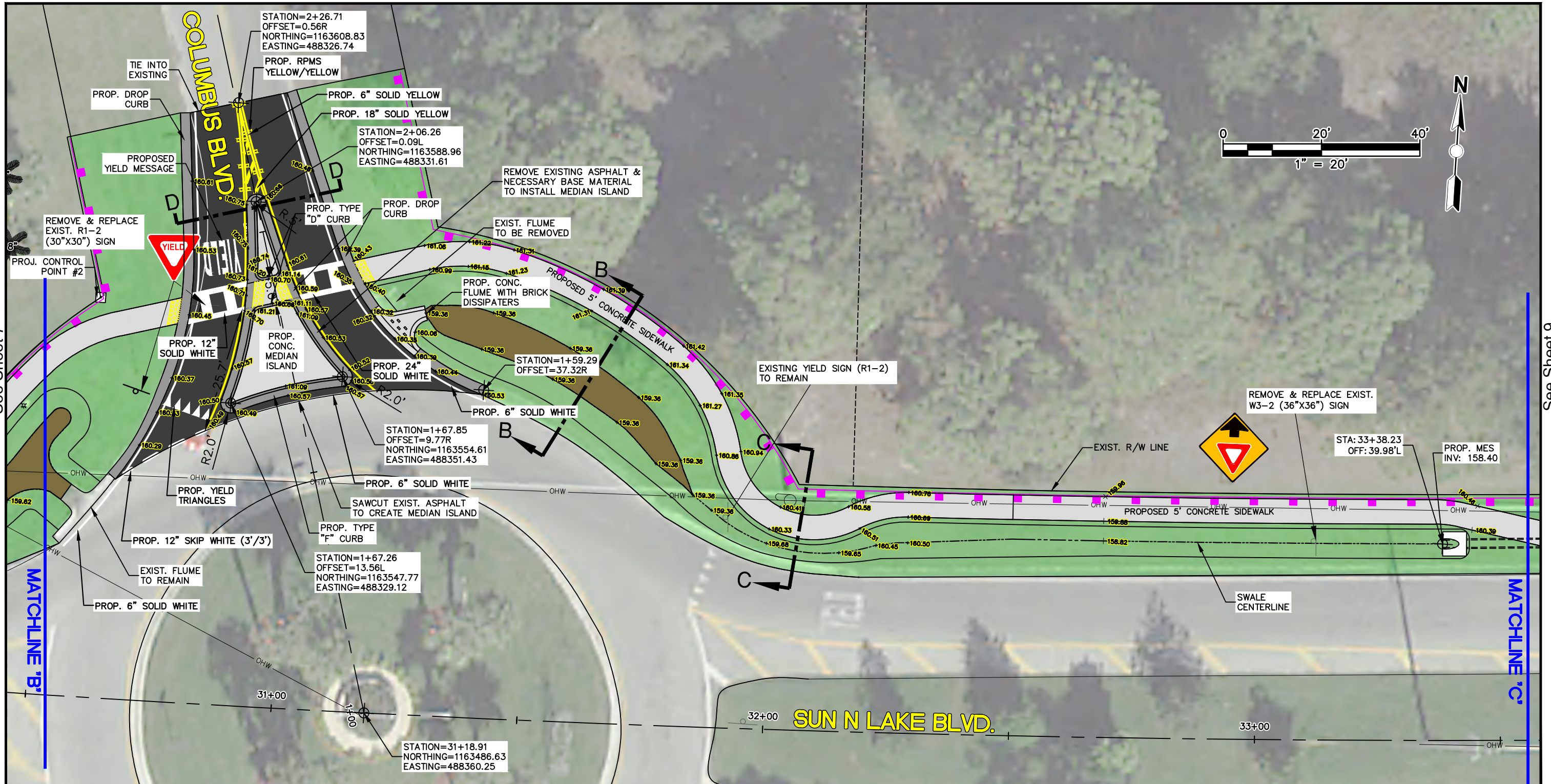
See Sheet 8

| <p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">DATE</th> <th style="width: 10%;">BY</th> <th style="width: 80%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | | | DATE | BY | DESCRIPTION | | | | | | | | | | | | | <p>STATUS</p> <p style="font-size: 24px; color: red; font-weight: bold;">FOR BIDDING</p> | <p>DESIGNED BY: J.D. LANGFORD, P.E.</p> <p>DRAWN BY: STACEY MAHONEY</p> <p>CHECKED BY: J.D. LANGFORD, P.E.</p> <p>IN CHARGE: J.D. LANGFORD, P.E.</p> <p>DATE: 11/21/2022</p> | <p>HIGHLANDS COUNTY</p> <p>ENGINEERING DEPARTMENT</p> <p>505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870</p> | | <p>SUN 'N LAKE SIDEWALK EXTENSION AERIAL PLAN</p> | <p>SCALE: HORIZ. 1"=20' VERT. N/A</p> <p>PROJECT NO. 19016 REV. 0</p> <p>SHEET 7 OF 19</p> |
|--|----|-------------|------|----|-------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|---|
| DATE | BY | DESCRIPTION | | | | | | | | | | | | | | | | | | | | | |
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| <p>APPROVED BY: JAMES D. LANGFORD, JR., P.E. DATE: _____</p> <p>FLORIDA REGISTRATION NO.: 78402</p> | | | | | | | | | | | | | | | | | | | | | | | |

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EXHIBIT "A"

- PROPOSED CURB
- PROPOSED ASPHALT PAVEMENT
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED SOD
- PROP. DETECTABLE WARNING, YELLOW, EMBEDDED
- TEMPORARY SEDIMENT BARRIER
- PROP. SWALE BOTTOM



See Sheet 7

See Sheet 9

| REVISIONS | | STATUS |
|-----------|-------------|--------------------|
| DATE | DESCRIPTION | |
| | | FOR BIDDING |
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DESIGNED BY:
J.D. LANGFORD, P.E.

DRAWN BY:
STACEY MAHONEY

CHECKED BY:
J.D. LANGFORD, P.E.

IN CHARGE:
J.D. LANGFORD, P.E.

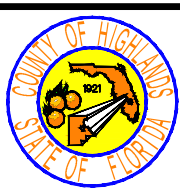
DATE:
11/21/2022

**HIGHLANDS COUNTY
ENGINEERING DEPARTMENT**

505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

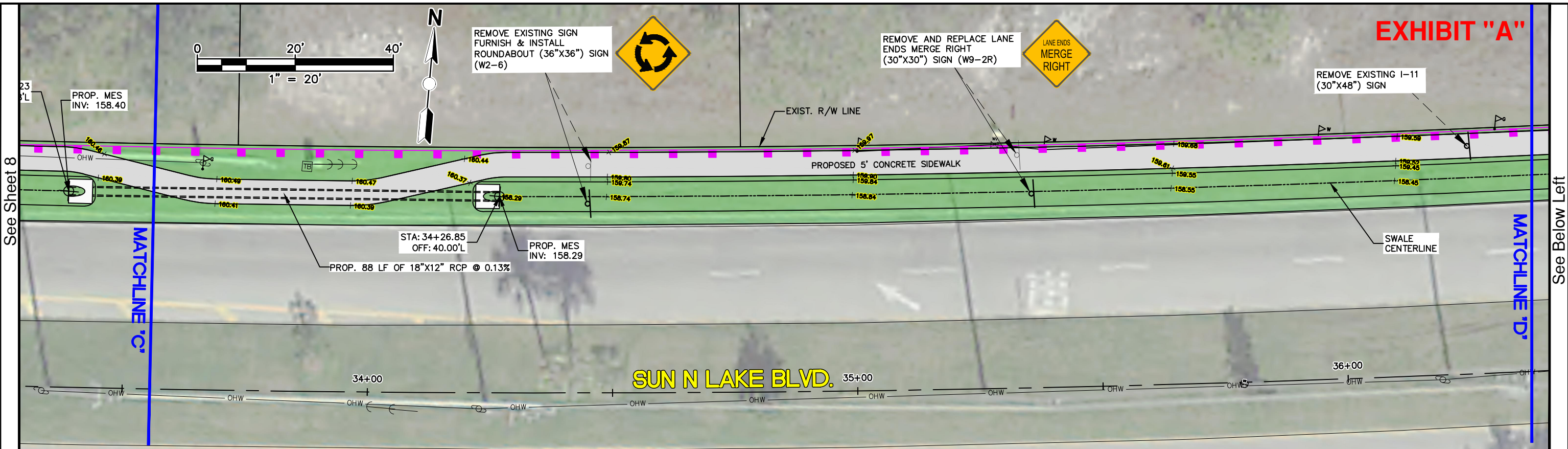
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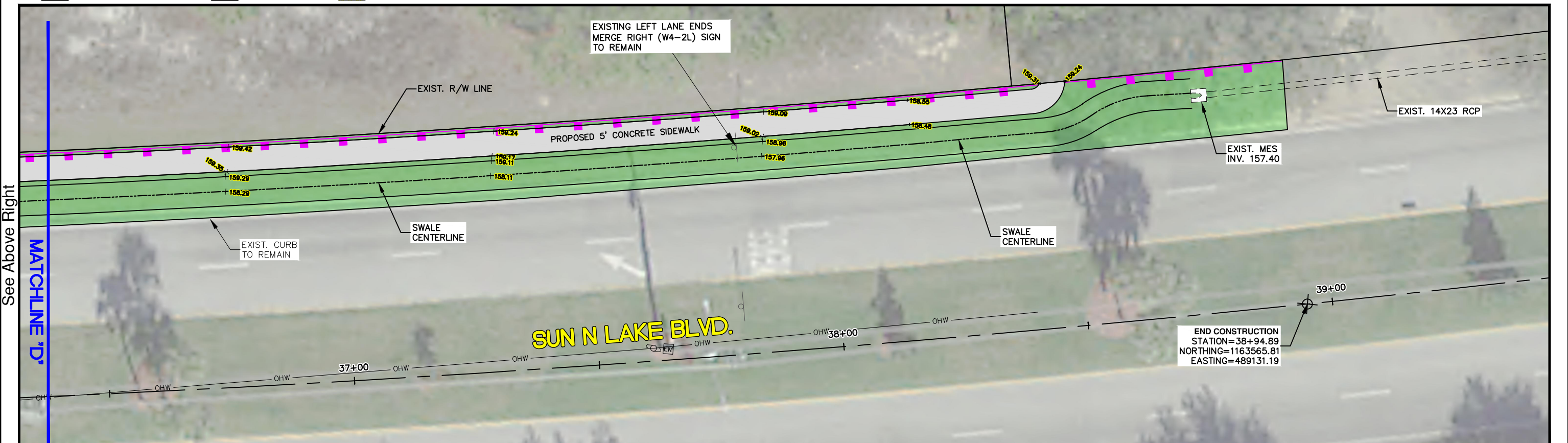
**SUN 'N LAKE
SIDEWALK EXTENSION
AERIAL PLAN**

| | |
|--------------------------------------|-----------|
| SCALE: HORIZ. 1"=20' VERT. N/A | |
| PROJECT NO. 19016 | REV. 0 |
| SHEET 8 OF 19 | |

G:\PROJECTS\2019\19016 Sun N Lake Sidewalk -LAP project\Drawings\19016 Sun N Lake Sidewalk Project_REV 7-27-2021.dwg, 8 PLAN, Mahoney, Stacey Colors As Black Except Gray Colors.ctb



PROPOSED 4" CONCRETE SIDEWALK
 PROPOSED SOD
 PROP. DETECTABLE WARNING, YELLOW, EMBEDDED
 TEMPORARY SEDIMENT BARRIER

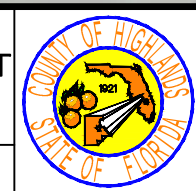


| REVISIONS | | STATUS |
|-----------|-------------|--------------------|
| DATE | DESCRIPTION | |
| | | FOR BIDDING |
| | | |

DESIGNED BY: J.D. LANGFORD, P.E.
 DRAWN BY: STACEY MAHONEY
 CHECKED BY: J.D. LANGFORD, P.E.
 IN CHARGE: J.D. LANGFORD, P.E.
 DATE: 11/21/2022

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870

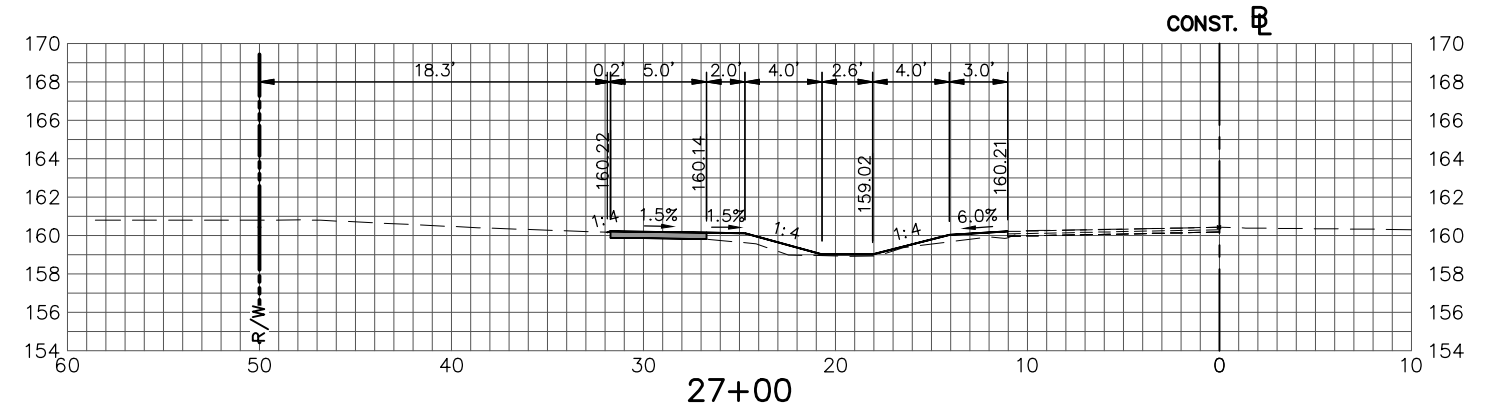
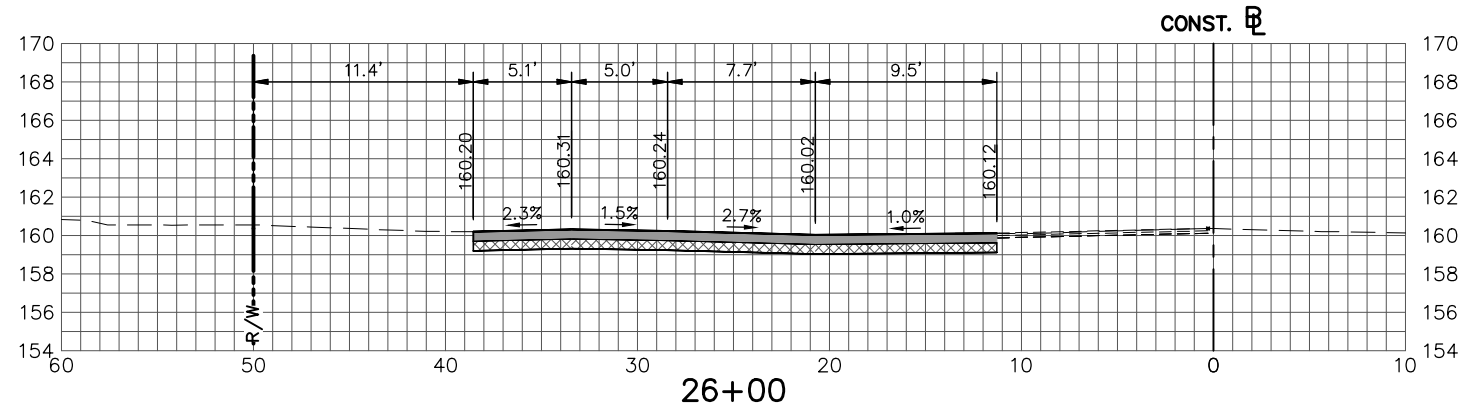
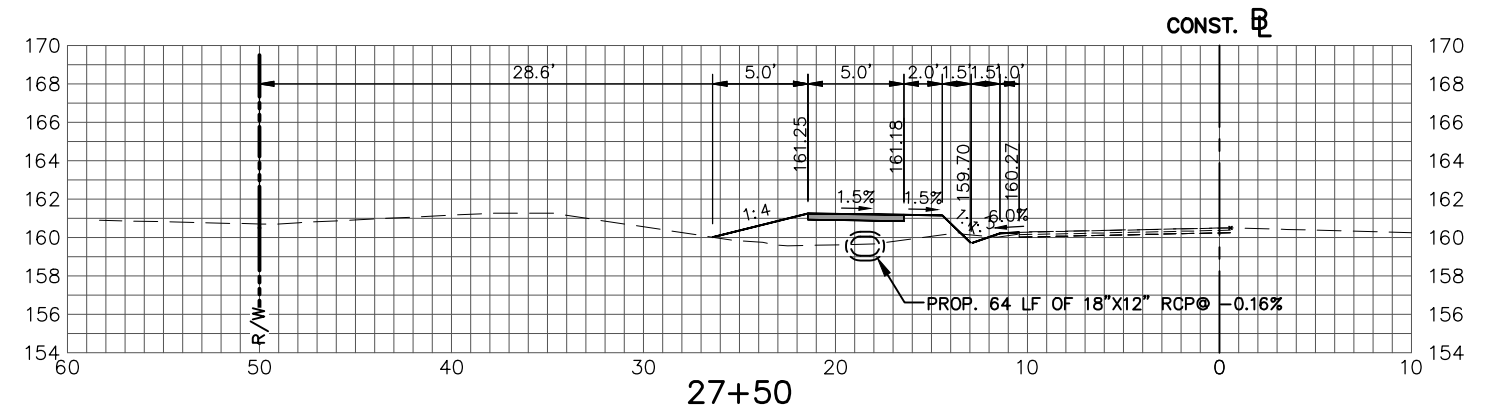
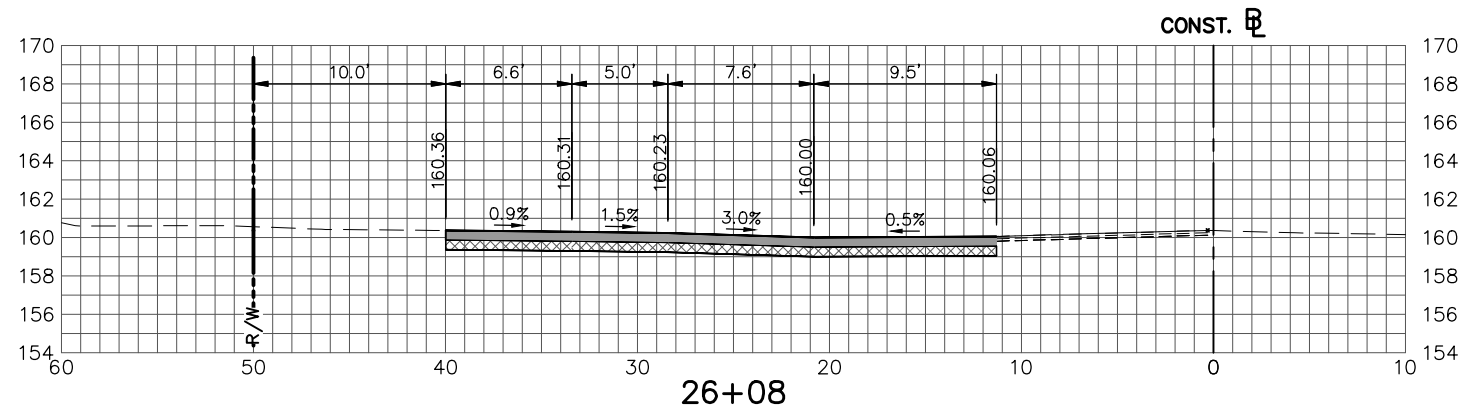
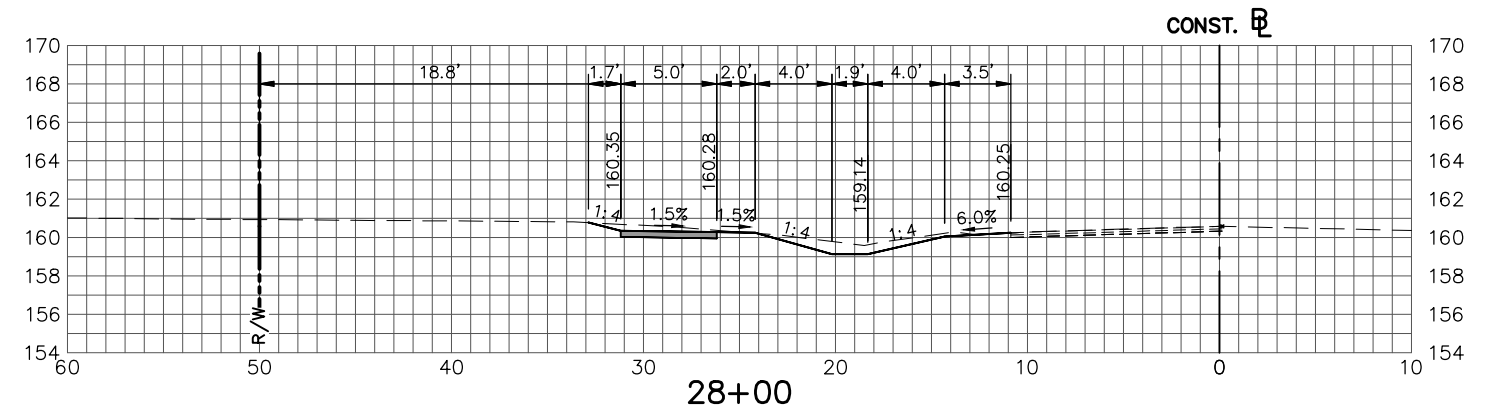
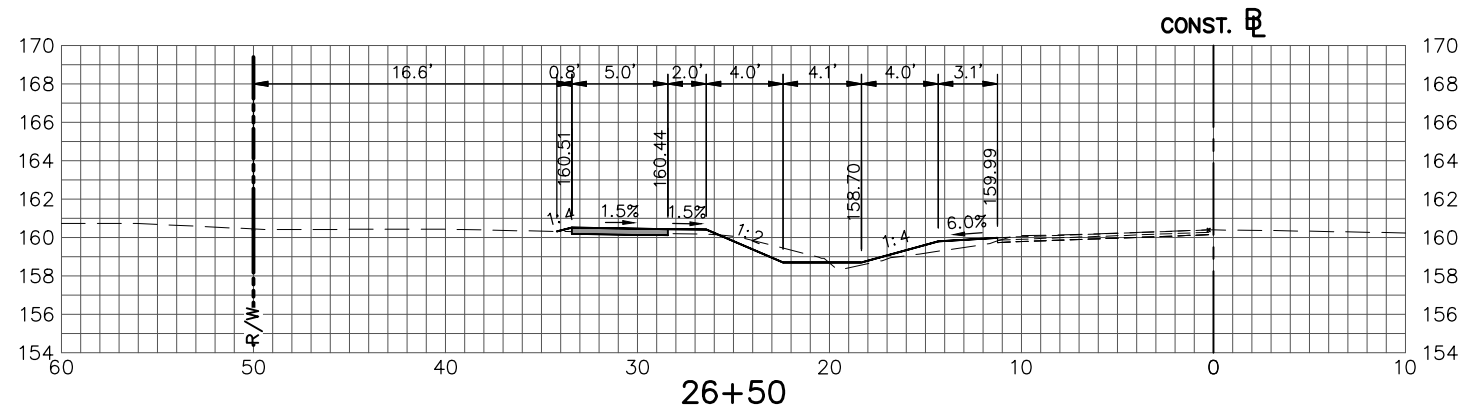
APPROVED BY: JAMES D. LANGFORD, JR., P.E.
 FLORIDA REGISTRATION NO.: 78402



SUN 'N LAKE
SIDEWALK EXTENSION
AERIAL PLAN

| | |
|----------------------|--------|
| SCALE: HORIZ. 1"=20' | |
| VERT. N/A | |
| PROJECT NO. 19016 | REV. 0 |
| SHEET 9 OF 19 | |

EXHIBIT "A"



| REVISIONS | | STATUS |
|-----------|-------------|--------------------|
| DATE | DESCRIPTION | |
| | | FOR BIDDING |
| | | |
| | | |
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DESIGNED BY:
J.D. LANGFORD, P.E.

DRAWN BY:
DOUG NIETUBICZ

CHECKED BY:
J.D. LANGFORD, P.E.

IN CHARGE:
J.D. LANGFORD, P.E.

DATE:
11/21/2022

**HIGHLANDS COUNTY
ENGINEERING DEPARTMENT**

505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

DATE: _____

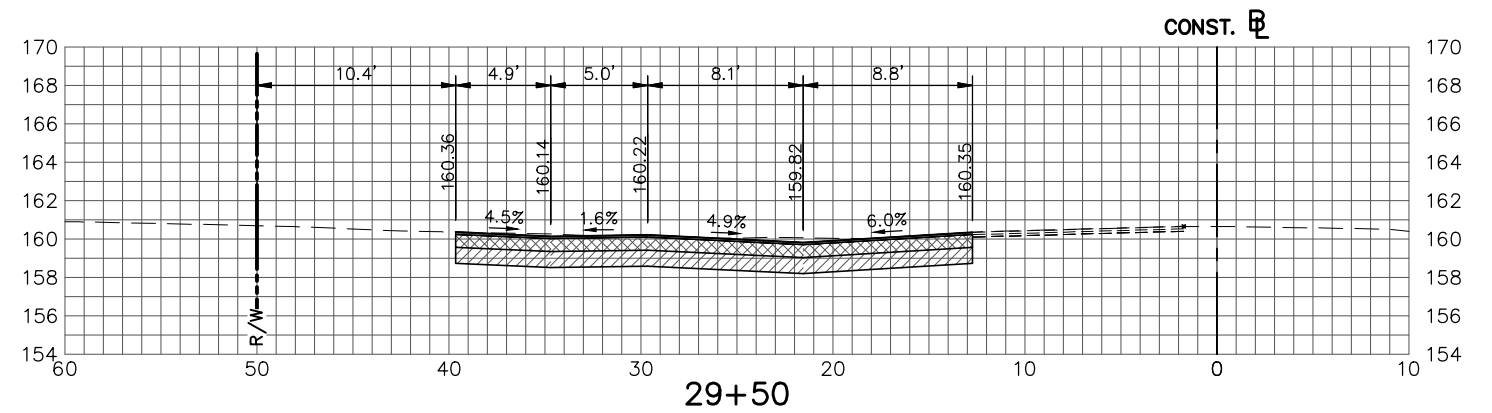
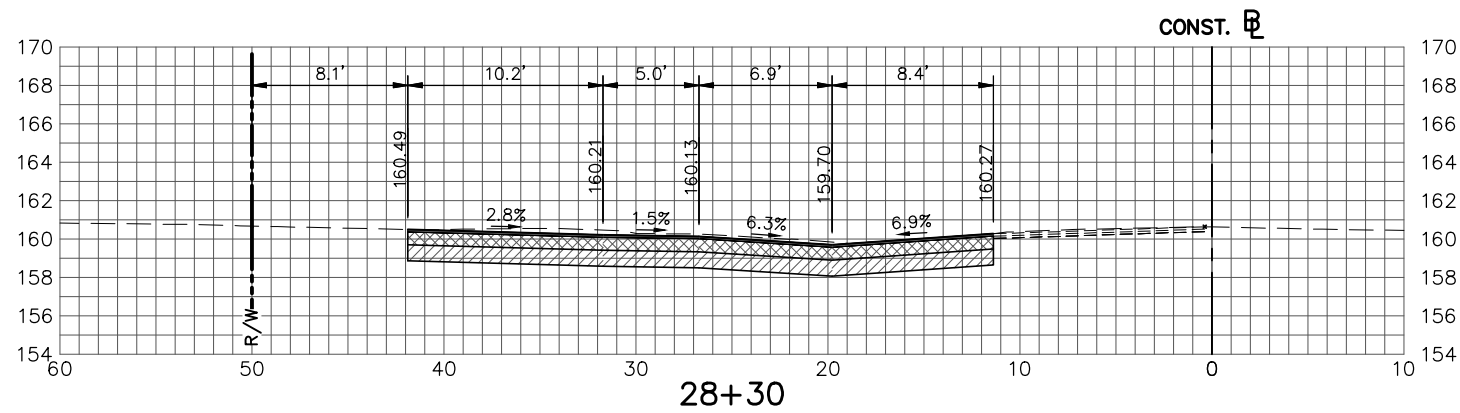
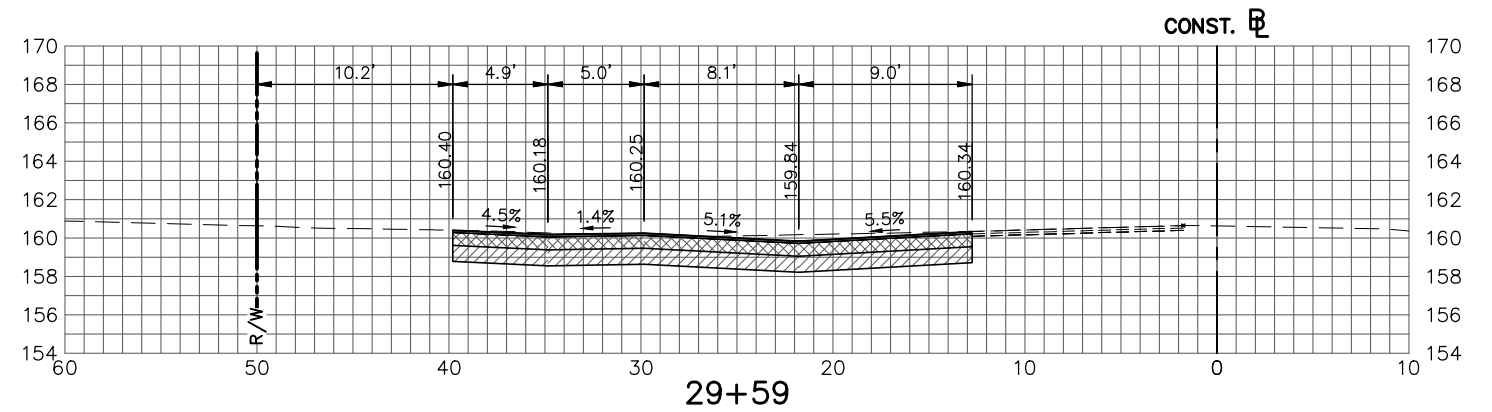
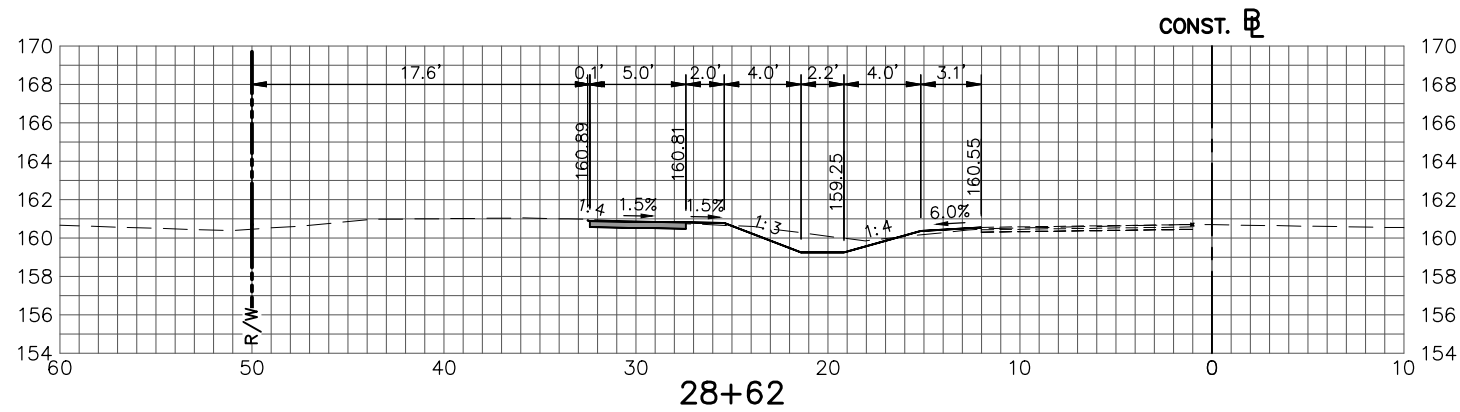
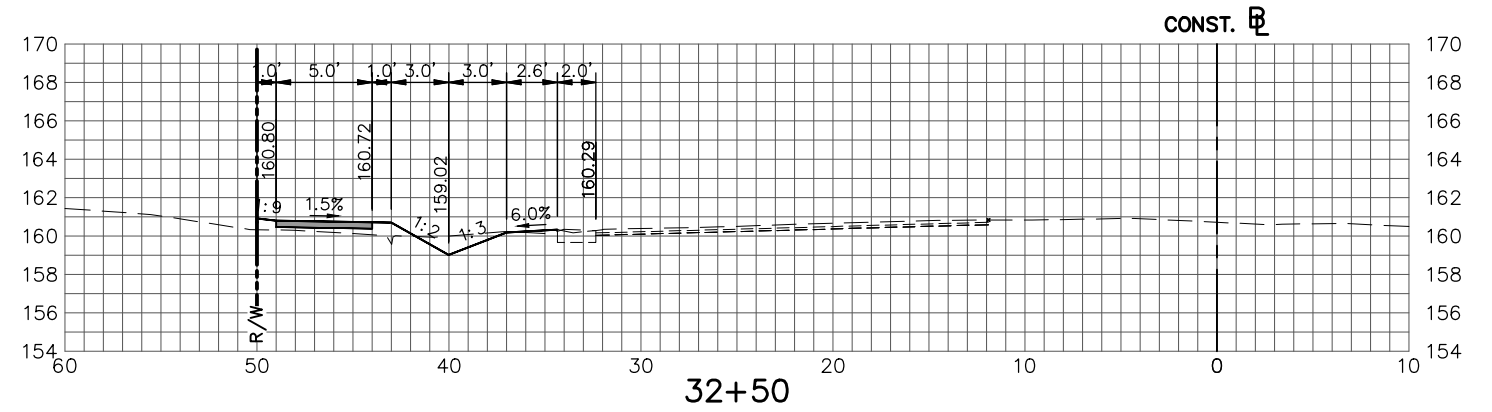
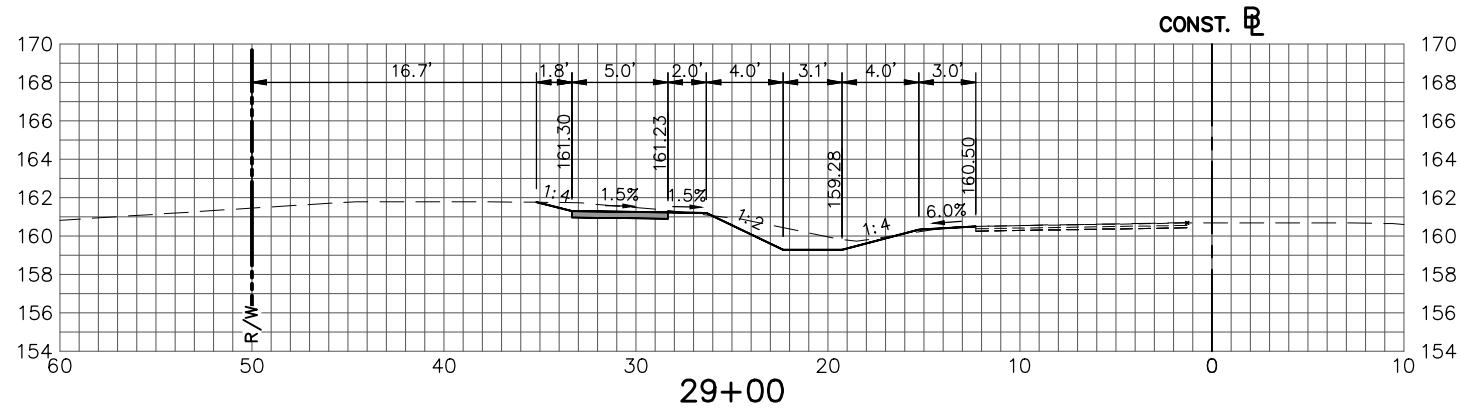


**SUN 'N LAKE
SIDEWALK EXTENSION
CROSS SECTIONS**

| | |
|---|-----------|
| SCALE: HORIZ. 1"=10' VERT. 1"=10' | |
| PROJECT NO. 19016 | REV. 0 |
| SHEET 10 OF 19 | |

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EXHIBIT "A"



| REVISIONS | | STATUS |
|-----------|-------------|--------------------|
| DATE | DESCRIPTION | |
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| | | |

DESIGNED BY:
J.D. LANGFORD, P.E.

DRAWN BY:
DOUG NIETUBICZ

CHECKED BY:
J.D. LANGFORD, P.E.

IN CHARGE:
J.D. LANGFORD, P.E.

DATE:
11/21/2022

**HIGHLANDS COUNTY
ENGINEERING DEPARTMENT**
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

DATE: _____



**SUN 'N LAKE
SIDEWALK EXTENSION
CROSS SECTIONS**

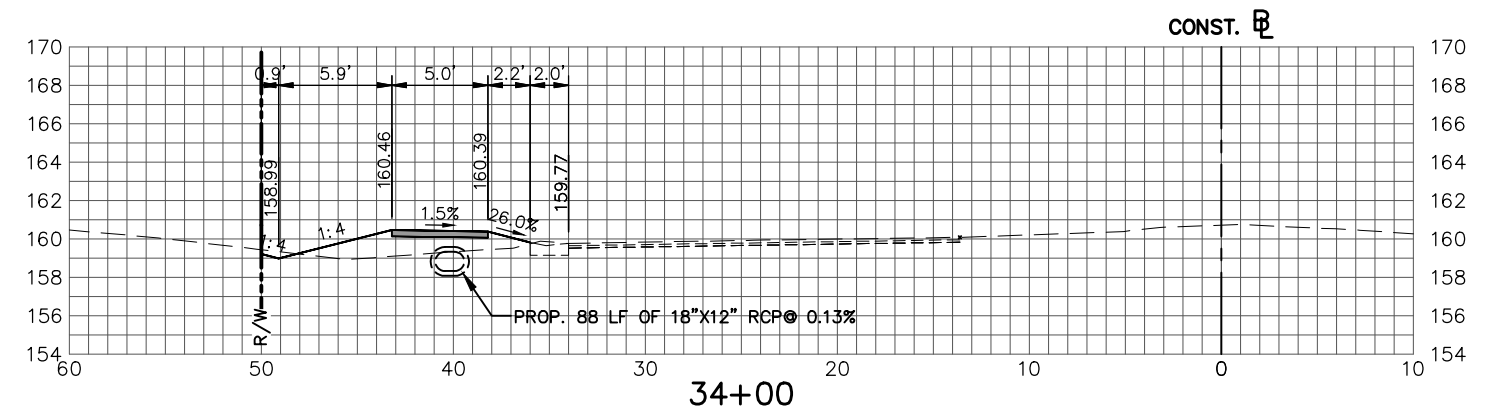
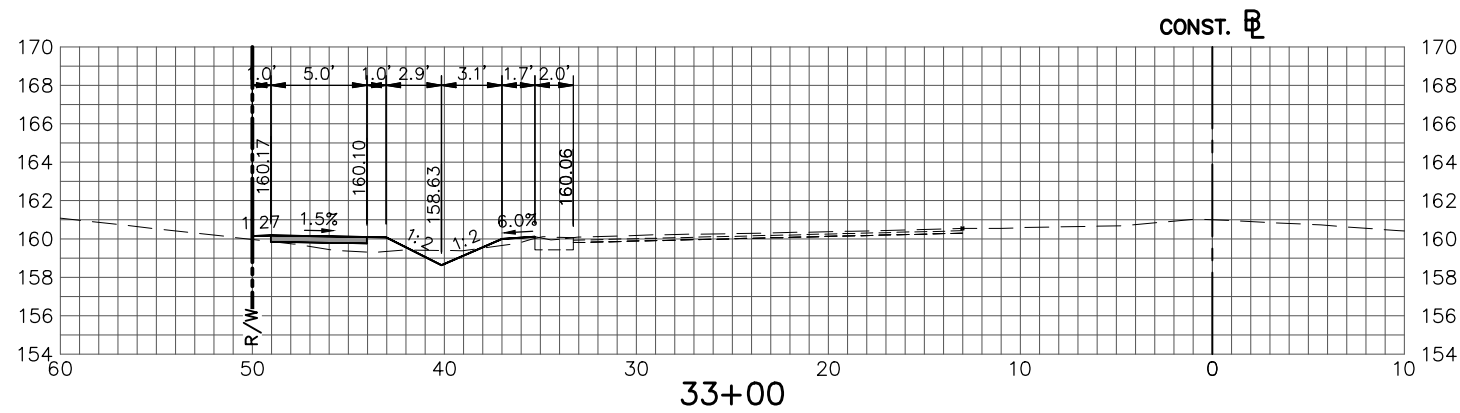
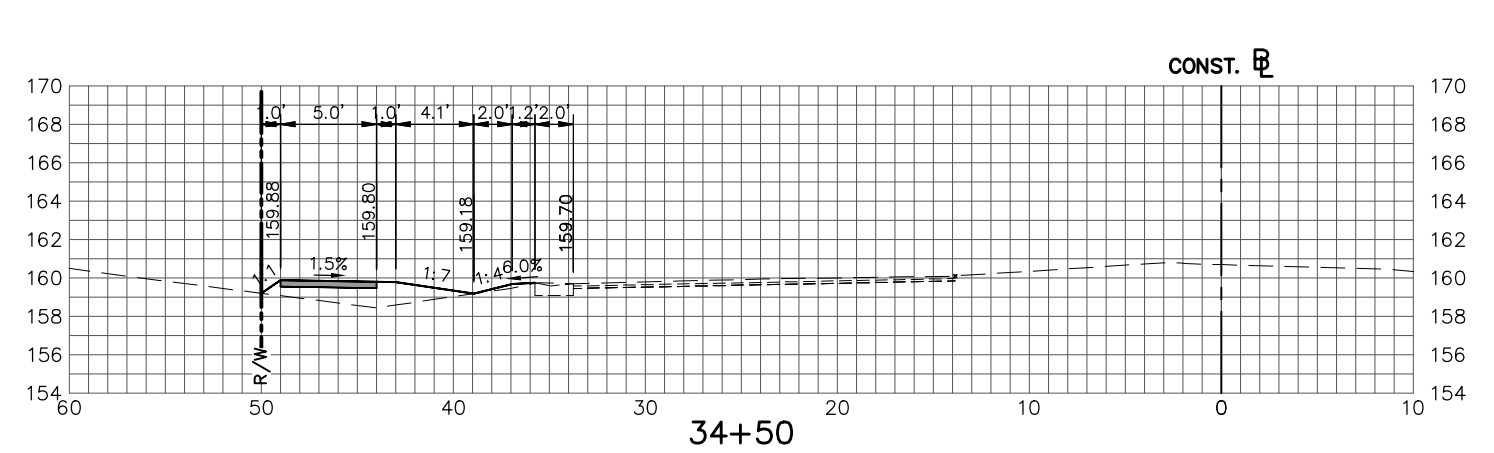
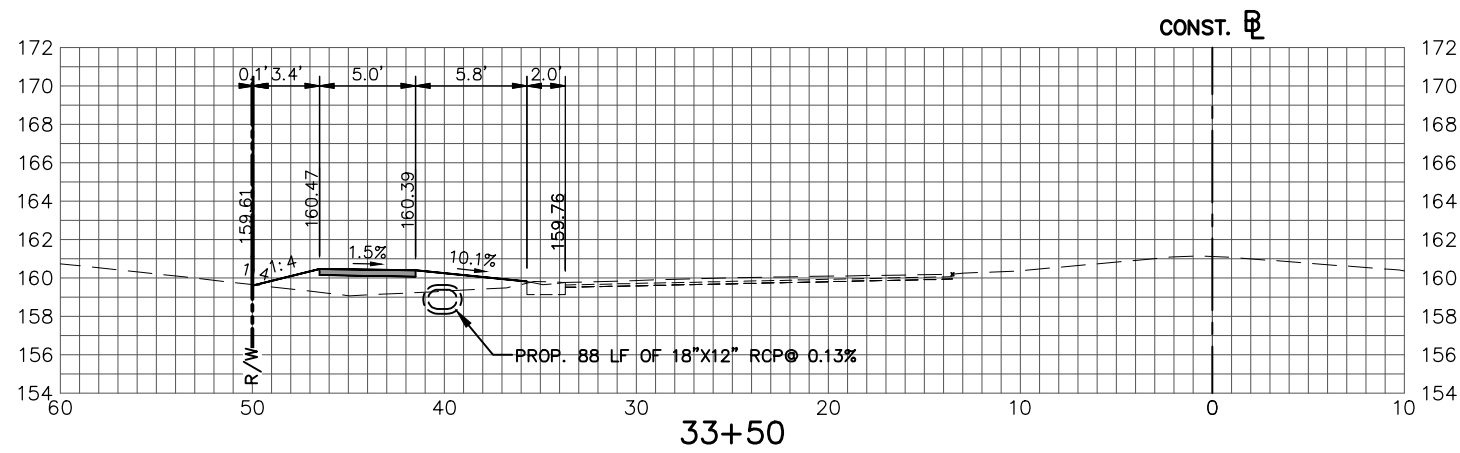
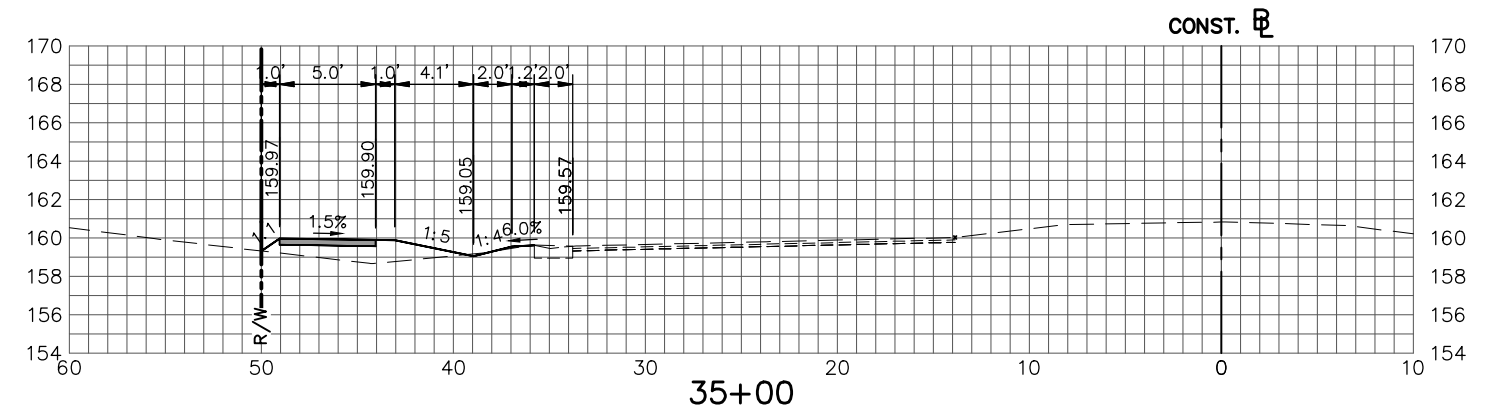
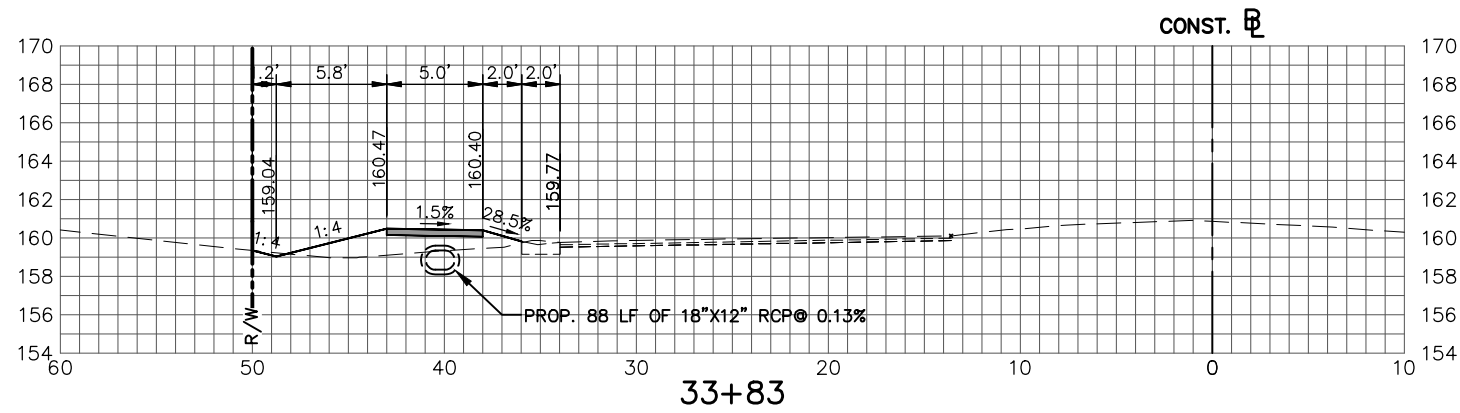
SCALE:
HORIZ. 1"=10'
VERT. 1"=10'

PROJECT NO. 19016 REV. 0

SHEET 11 OF 19

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EXHIBIT "A"



| REVISIONS | | |
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| FOR BIDDING |

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870



SUN 'N LAKE
SIDEWALK EXTENSION
CROSS SECTIONS

| | |
|---|-----------|
| SCALE: HORIZ. 1"=10' VERT. 1"=10' | |
| PROJECT NO. 19016 | REV. 0 |

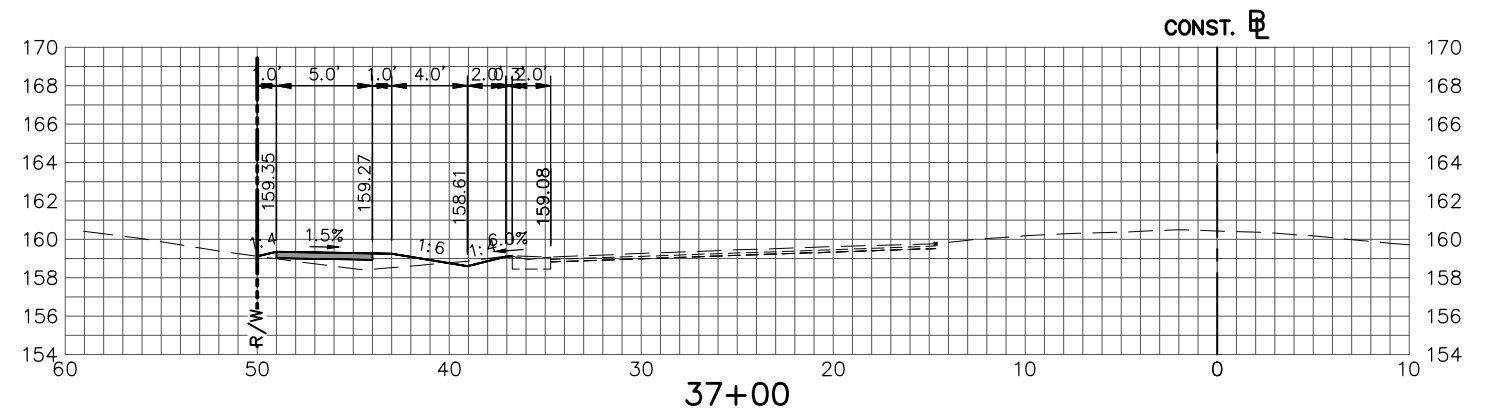
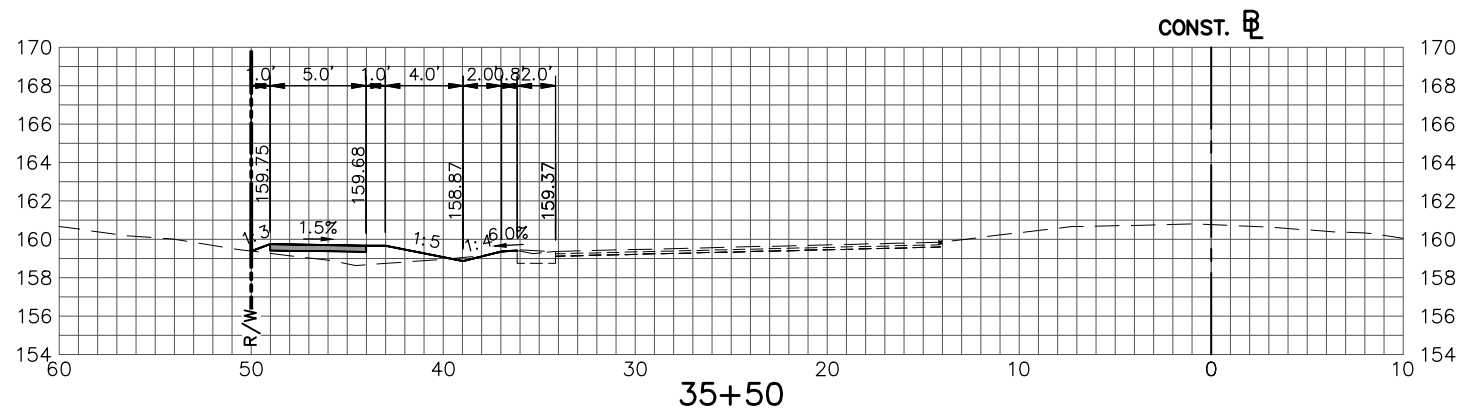
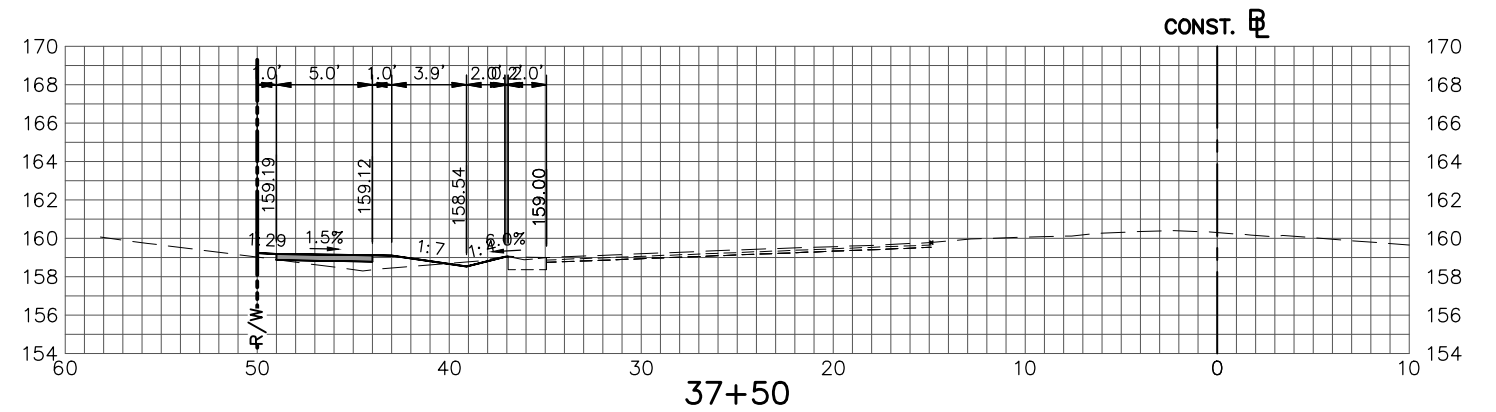
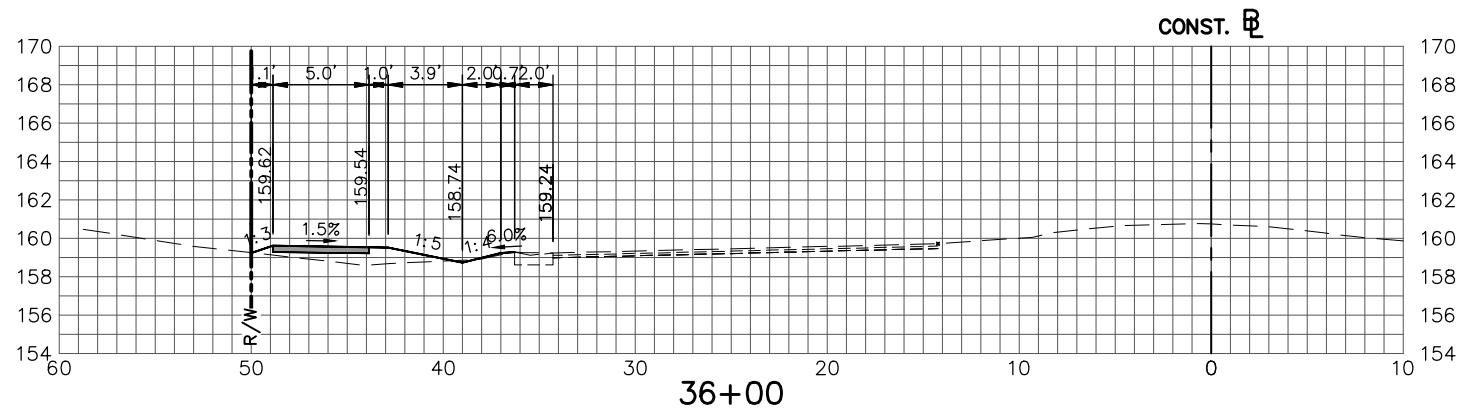
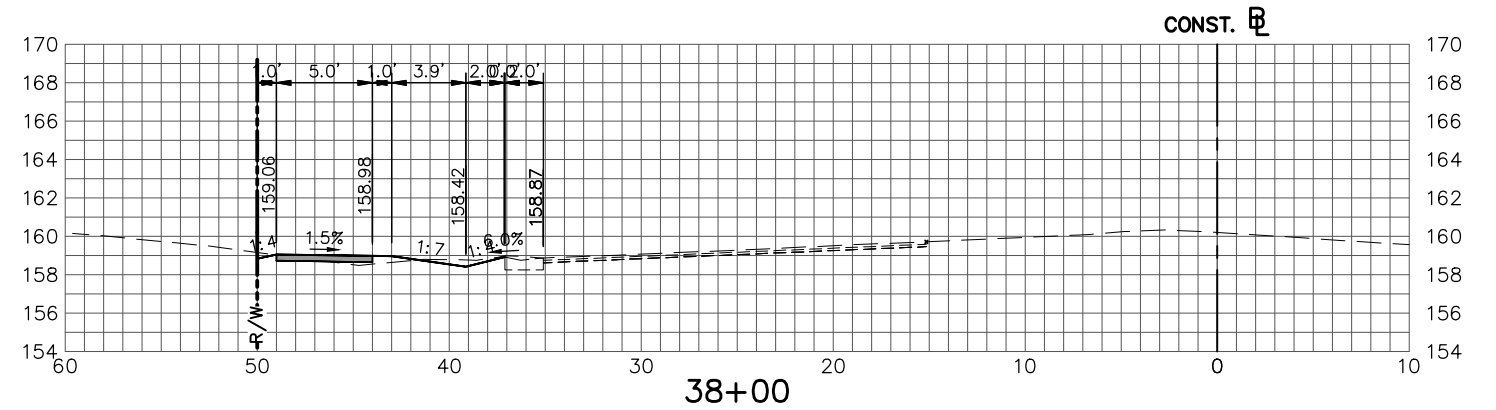
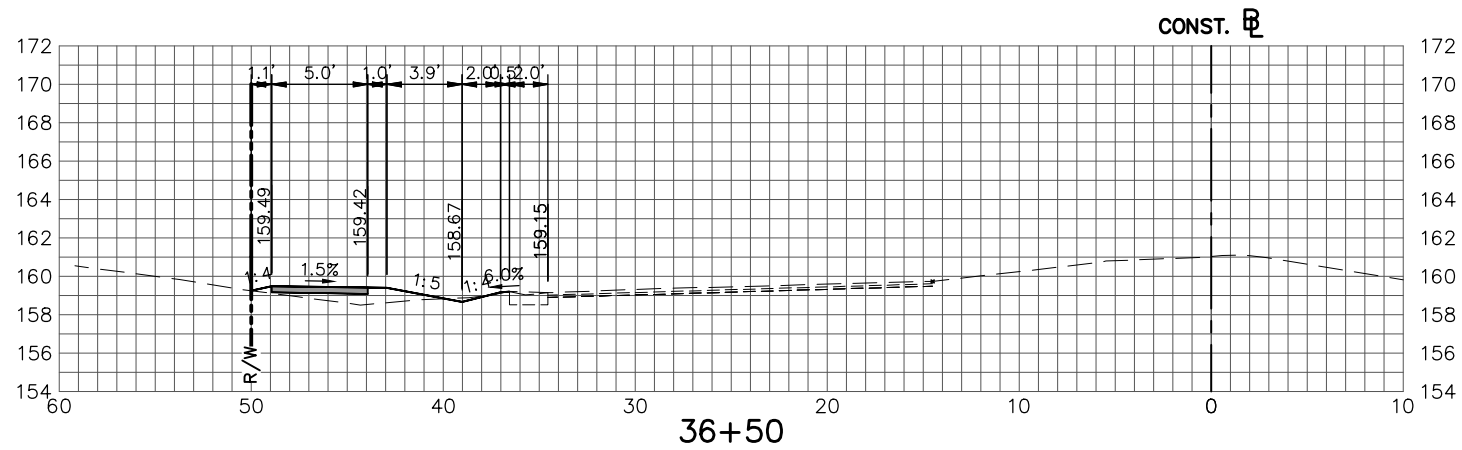
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DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: DOUG NIETUBICZ
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 11/21/2022

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

DATE:

EXHIBIT "A"



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| DATE | BY | DESCRIPTION |
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| FOR BIDDING |

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870



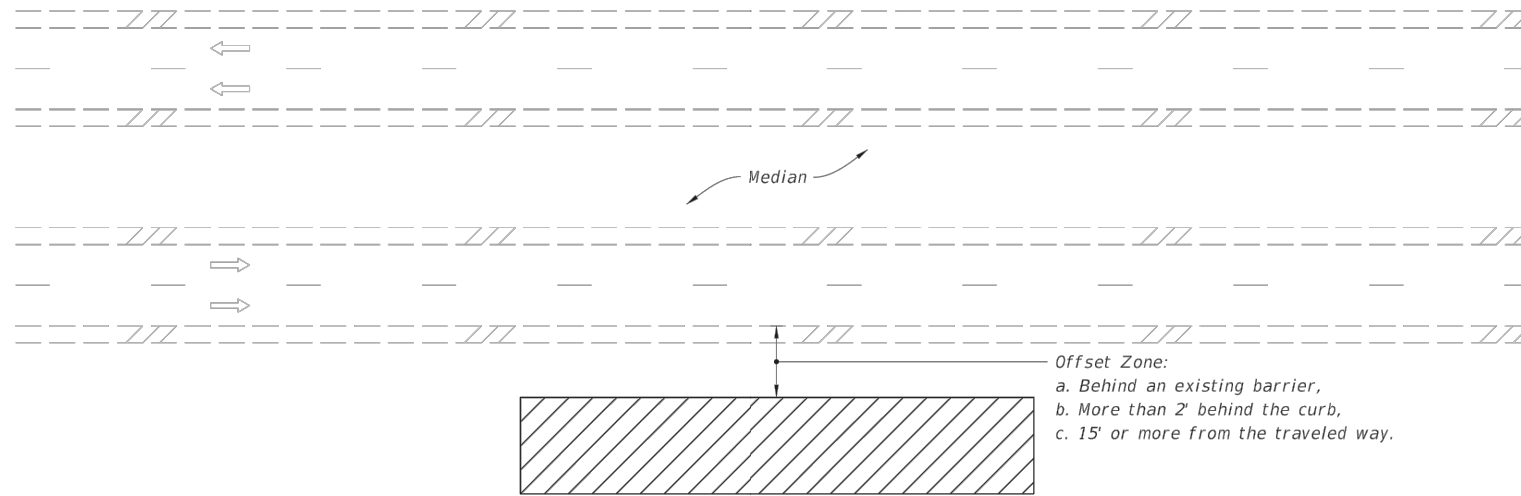
SUN 'N LAKE
SIDEWALK EXTENSION
CROSS SECTIONS

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| SCALE: HORIZ. 1"=10' VERT. 1"=10' | PROJECT NO. 19016 | REV. 0 |
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DESIGNED BY: J.D. LANGFORD, P.E.
 DRAWN BY: DOUG NIETUBICZ
 CHECKED BY: J.D. LANGFORD, P.E.
 IN CHARGE: J.D. LANGFORD, P.E.
 DATE: 11/21/2022

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402





MULTILANE ROADWAY SHOWN, TWO-LANE ROADWAY SIMILAR


NOTES:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work beyond the shoulder.
2. Use Index 102-602 when the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the Offset Zone in any one hour period.
3. Use Index 102-660 when Work Area encroaches a Sidewalk.

SYMBOLS:

-  Work Area
-  Lane Identification and Direction of Traffic

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|---------------------------|----------|--------------|--|---|-------------------------|------------------------|
| LAST REVISION 11/01/20 | REVISION | DESCRIPTION: |  FY 2022-23 STANDARD PLANS | TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER | INDEX 102-601 | SHEET 1 of 1 |
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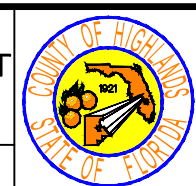
FOR BIDDING

DESIGNED BY: J.D. LANGFORD, P.E.
 DRAWN BY: STACEY MAHONEY
 CHECKED BY: J.D. LANGFORD, P.E.
 IN CHARGE: J.D. LANGFORD, P.E.
 DATE: 11/21/2022

**HIGHLANDS COUNTY
ENGINEERING DEPARTMENT**
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
 FLORIDA REGISTRATION NO.: 78402

DATE: _____







**SUN 'N LAKE
SIDEWALK EXTENSION**
 FDOT MAINTENANCE OF TRAFFIC

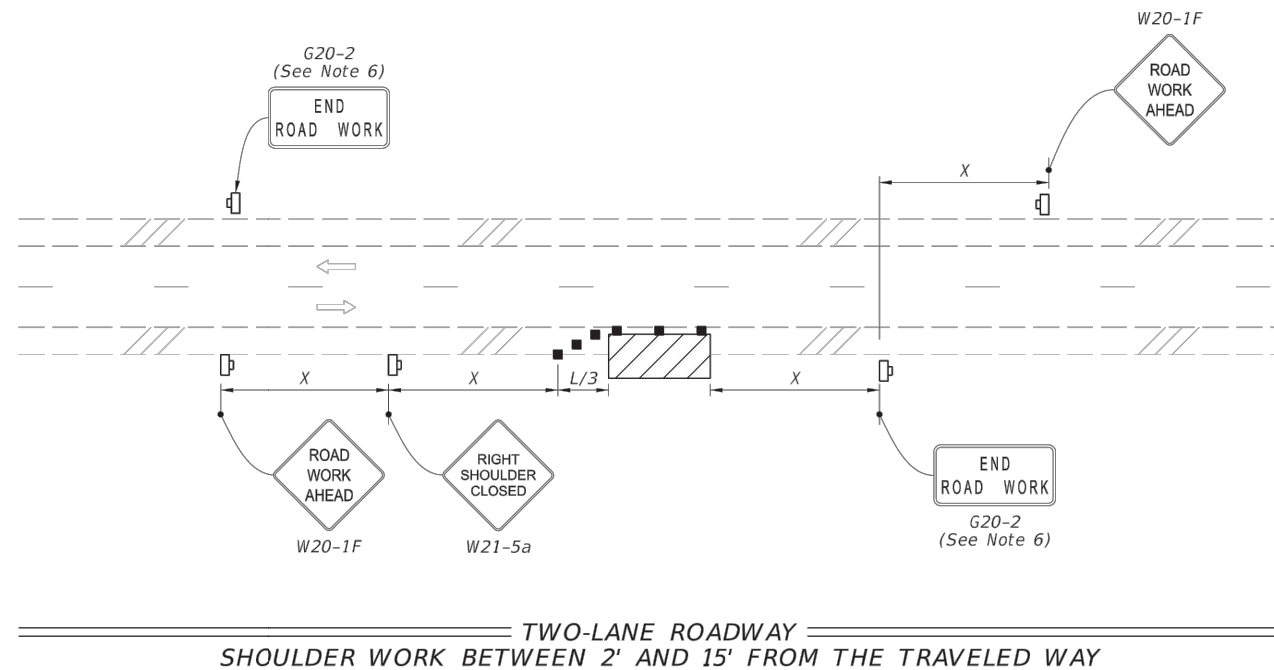
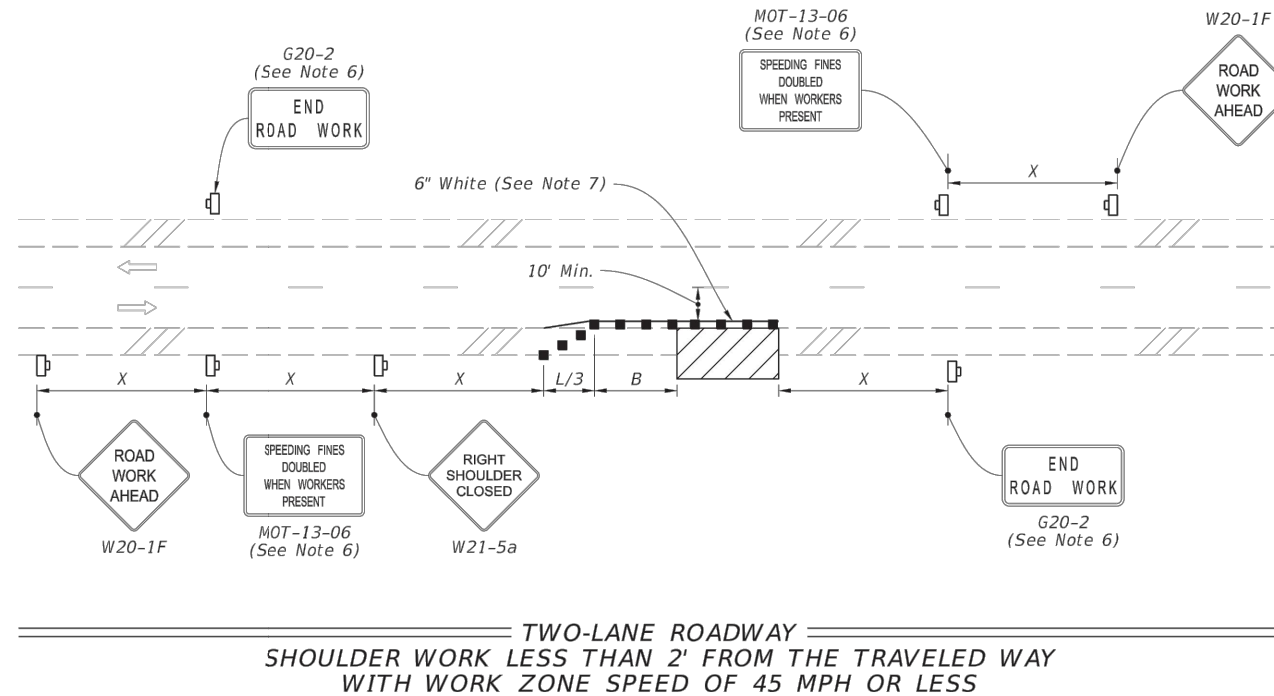
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| SCALE: HORIZ. N/A VERT. N/A | |
| PROJECT NO. 19016 | REV. 0 |
| SHEET 14 OF 19 | |

NOTE:


1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
X = Work Zone Sign Spacing
B = Buffer Length
See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Lane Identification and Direction of Traffic



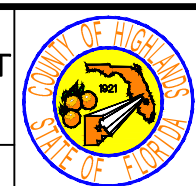
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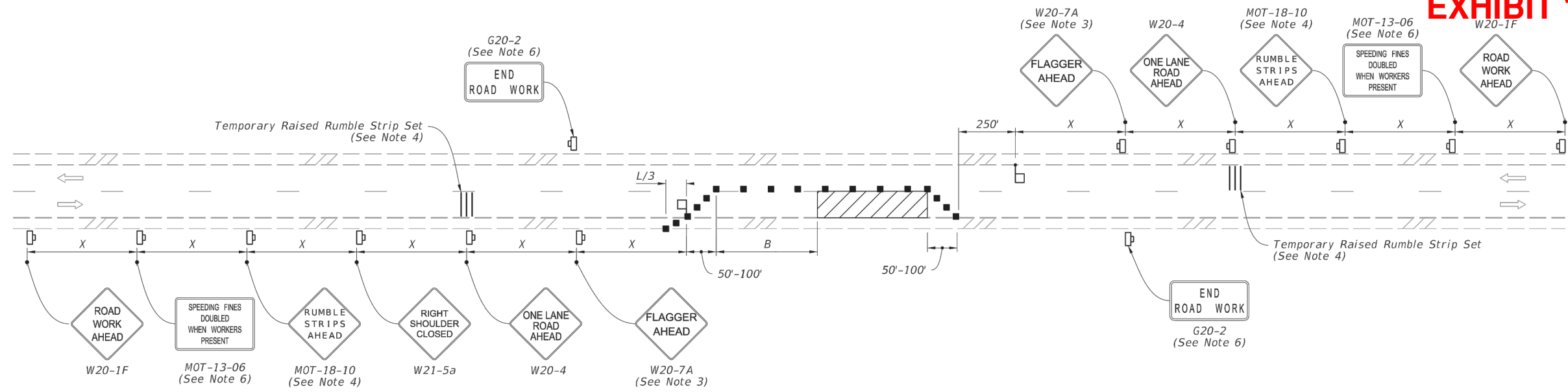
FOR BIDDING

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870



SUN 'N LAKE
SIDEWALK EXTENSION
 FDOT MAINTENANCE OF TRAFFIC

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| SCALE: HORIZ. N/A VERT. N/A | |
| PROJECT NO. 19016 | REV. 0 |
| SHEET 15 OF 19 | |



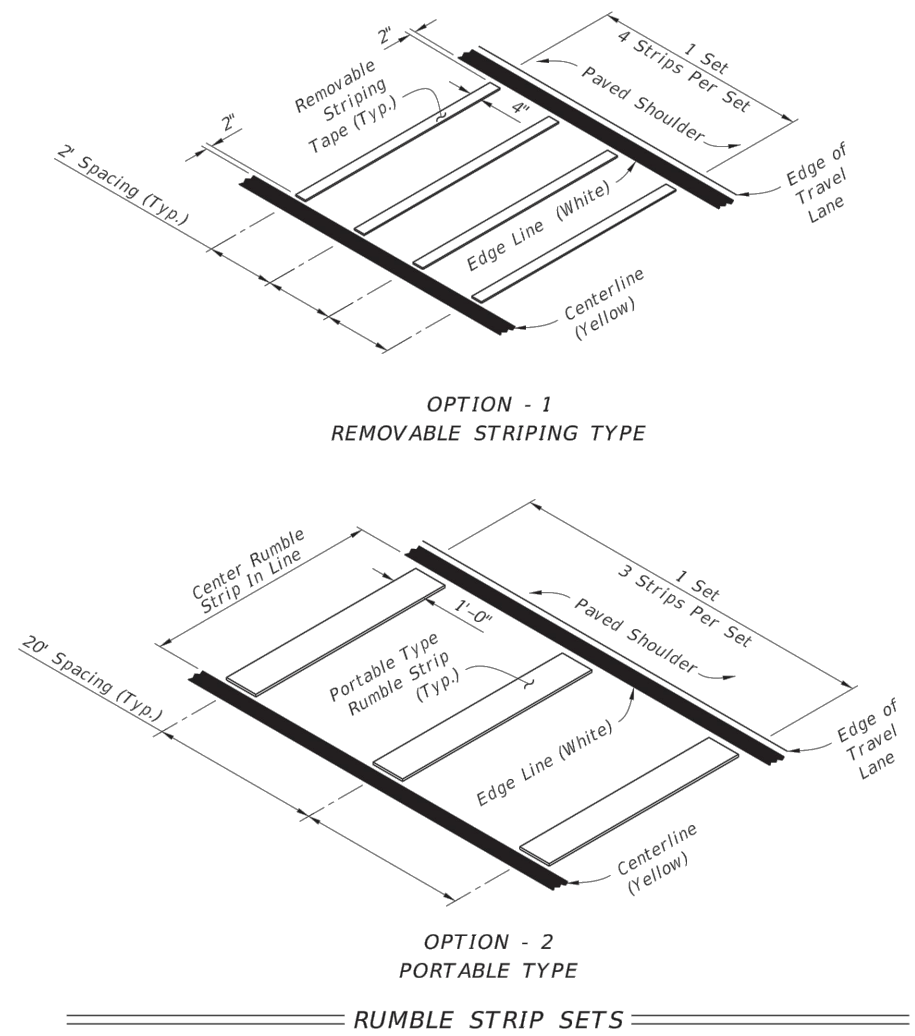
NOTES:

- This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.
- L = Taper Length
B = Buffer Length
X = Work Zone Sign Spacing
See Index 102-600 for "L", "B", "X" and channelizing device spacing values.
- Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).
- Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.
- Additional one-way control may be provided by the following means:
 - Flag-carrying vehicle
 - Official vehicle
 - Pilot vehicles
 - Traffic signals
- The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.
- Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.
- Railroad Crossings:
 - If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.
 - If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



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| LAST REVISION 11/01/21 | REVISION | DESCRIPTION: | | FY 2022-23 STANDARD PLANS | TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY | INDEX 102-603 | SHEET 1 of 2 |
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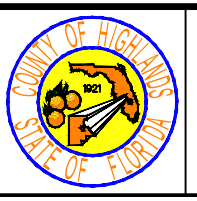
FOR BIDDING

DESIGNED BY: J.D. LANGFORD, P.E.
 DRAWN BY: STACEY MAHONEY
 CHECKED BY: J.D. LANGFORD, P.E.
 IN CHARGE: J.D. LANGFORD, P.E.
 DATE: 11/21/2022

HIGHLANDS COUNTY
 ENGINEERING DEPARTMENT
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
 FLORIDA REGISTRATION NO.: 78402

DATE: _____



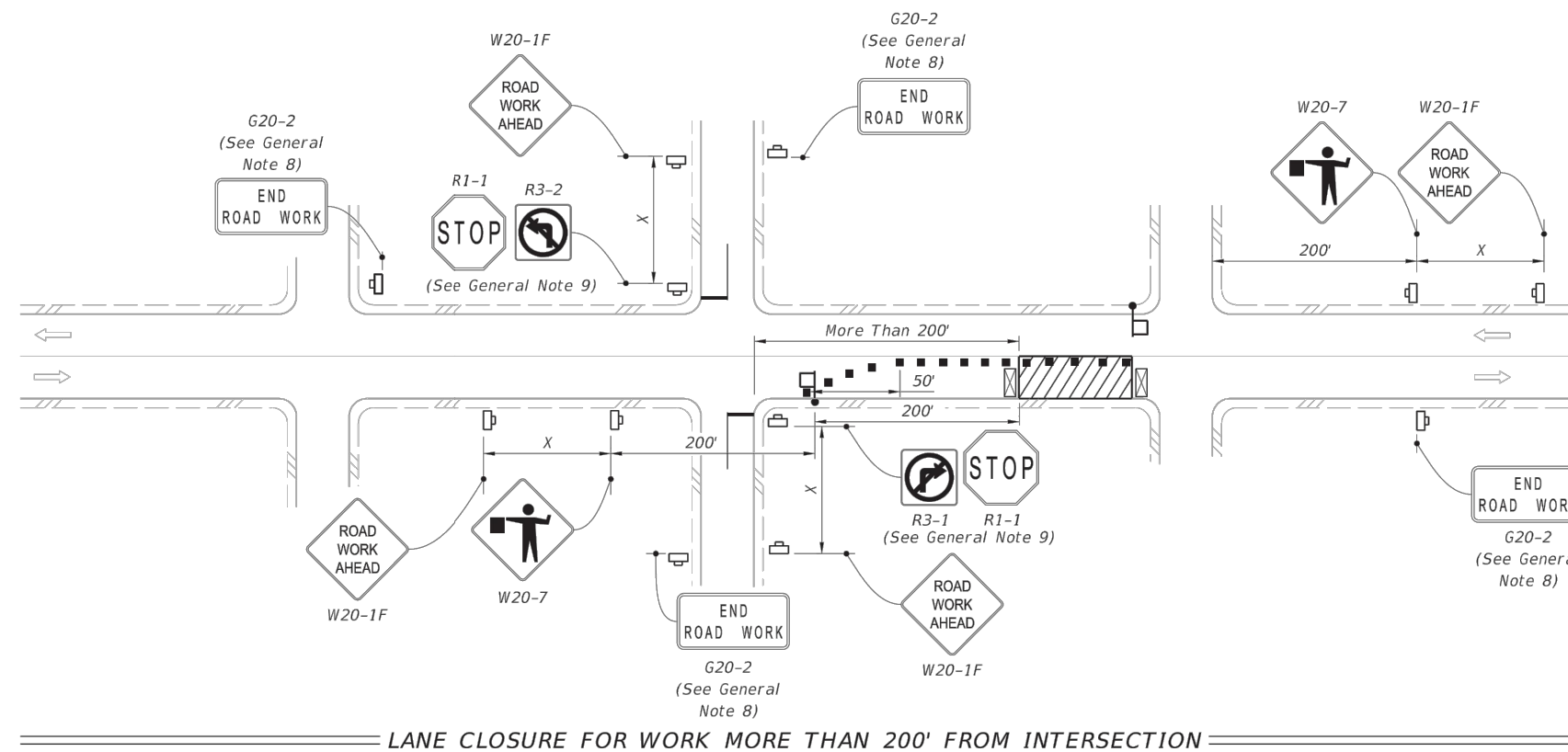
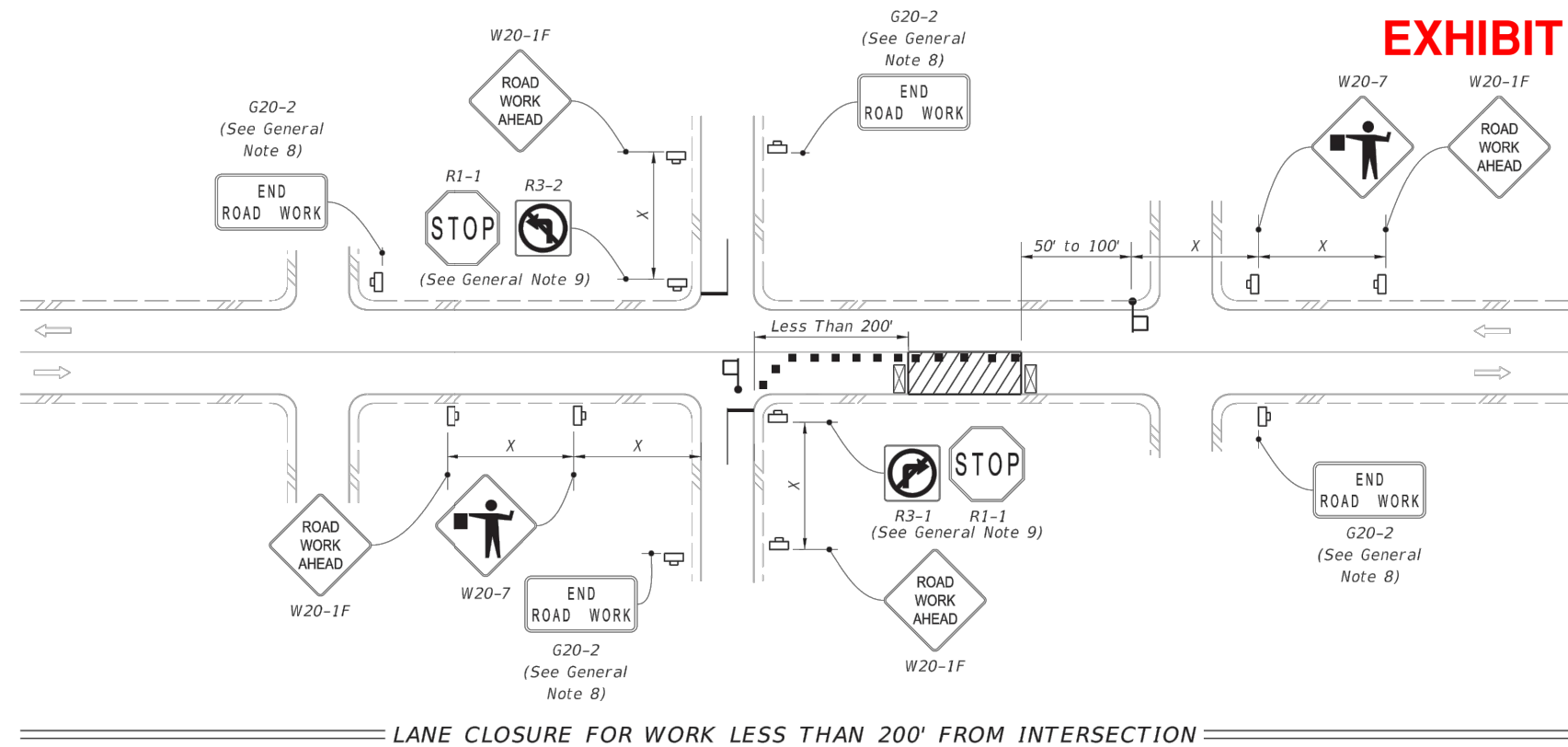
SUN 'N LAKE
 SIDEWALK EXTENSION
 FDOT MAINTENANCE OF TRAFFIC

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| SCALE: HORIZ. N/A VERT. N/A | PROJECT NO. 19016 | REV. 0 |
| SHEET 16 OF 19 | | |

EXHIBIT "A"

GENERAL NOTES:

1. This Index applies to two-lane, two-way roadways with work within or near the intersection.
2. X = Work Zone Sign Spacing
See Index 102-600 for "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with text (W20-7A) instead of "Flagger Ahead" sign with symbol (W20-7).
4. If vehicles in a parking zone block the line of sight to TCZ signs, locate and post mount signs in accordance with Index 700-101.
5. If the work area extends across a crosswalk, close the crosswalk in accordance with Index 102-660.
6. District Traffic Operations Engineer must approve temporary signal phasing modifications prior to beginning of work.
7. For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 102-603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.
8. The "End Road Work" signs (G20-2) along with the associated work zone sign distances may be omitted when the work zone will be in place for 24 hours or less.
9. As an option to the "STOP" sign (R1-1) and Restricted Left/Right Turning Movement sign (R3-1 or R3-2), the "SIDE ROAD INTERSECTING THE WORK ZONE" flagging operation from Index 102-600 may be used.



SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Stop Bar
- Flagger
- Lane Identification and Direction of Traffic

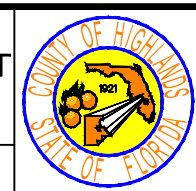
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HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870







SUN 'N LAKE
SIDEWALK EXTENSION
 FDOT MAINTENANCE OF TRAFFIC

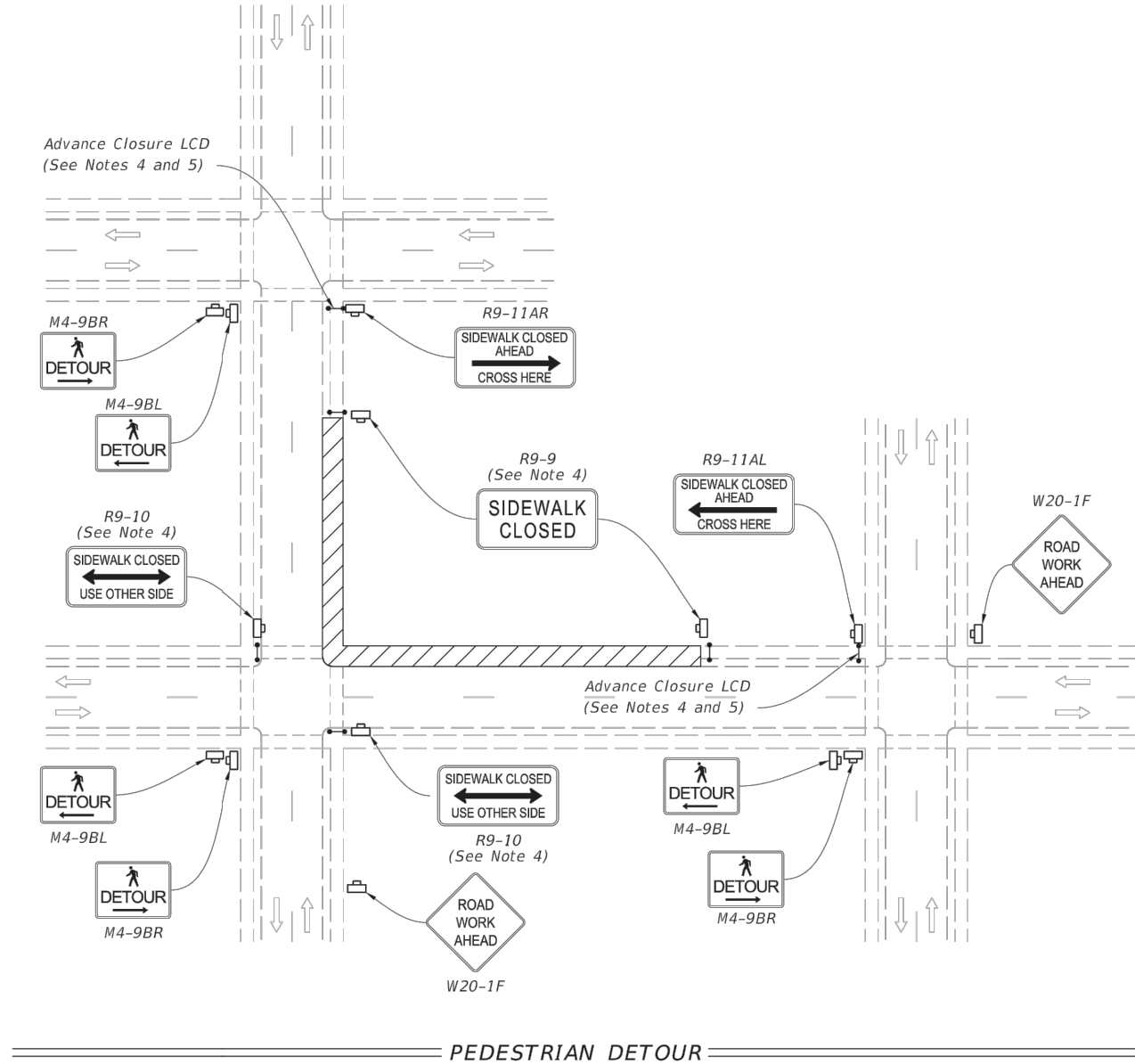
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| SCALE: HORIZ. N/A VERT. N/A | PROJECT NO. 19016 | REV. 0 |
| SHEET 17 OF 19 | | |

NOTES:


1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

-  Work Area
-  Work Zone Sign
-  Pedestrian Longitudinal Channelizing Device (LCD)
-  Lane Identification and Direction of Traffic



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| LAST REVISION 11/01/20 | REVISION | DESCRIPTION: |  FY 2022-23 STANDARD PLANS | SIDEWALK CLOSURE | INDEX 102-660 | SHEET 1 of 2 |
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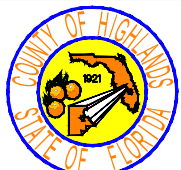








| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | DATE | BY | DESCRIPTION | | | | | | | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"> <div style="border: 2px solid red; padding: 5px; font-weight: bold; color: red;">FOR BIDDING</div> </td> </tr> </table> | <div style="border: 2px solid red; padding: 5px; font-weight: bold; color: red;">FOR BIDDING</div> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">DESIGNED BY: J.D. LANGFORD, P.E.</td> <td rowspan="5" style="text-align: center; vertical-align: middle;"> HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870 </td> </tr> <tr> <td style="font-size: small;">DRAWN BY: STACEY MAHONEY</td> </tr> <tr> <td style="font-size: small;">CHECKED BY: J.D. LANGFORD, P.E.</td> </tr> <tr> <td style="font-size: small;">IN CHARGE: J.D. LANGFORD, P.E.</td> </tr> <tr> <td style="font-size: small;">DATE: 11/21/2022</td> </tr> </table> | DESIGNED BY: J.D. LANGFORD, P.E. | HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870 | DRAWN BY: STACEY MAHONEY | CHECKED BY: J.D. LANGFORD, P.E. | IN CHARGE: J.D. LANGFORD, P.E. | DATE: 11/21/2022 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402</td> <td style="font-size: small;">DATE:</td> </tr> </table> | APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402 | DATE: |  | <p>SUN 'N LAKE SIDEWALK EXTENSION</p> <p>FDOT MAINTENANCE OF TRAFFIC</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: x-small;">SCALE: HORIZ. N/A VERT. N/A</td> </tr> <tr> <td style="font-size: x-small;">PROJECT NO. 19016</td> <td style="font-size: x-small;">REV. 0</td> </tr> <tr> <td colspan="2" style="font-size: x-small;">SHEET 18 OF 19</td> </tr> </table> | SCALE: HORIZ. N/A VERT. N/A | PROJECT NO. 19016 | REV. 0 | SHEET 18 OF 19 | |
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| DESIGNED BY: J.D. LANGFORD, P.E. | HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DRAWN BY: STACEY MAHONEY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CHECKED BY: J.D. LANGFORD, P.E. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| IN CHARGE: J.D. LANGFORD, P.E. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DATE: 11/21/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402 | DATE: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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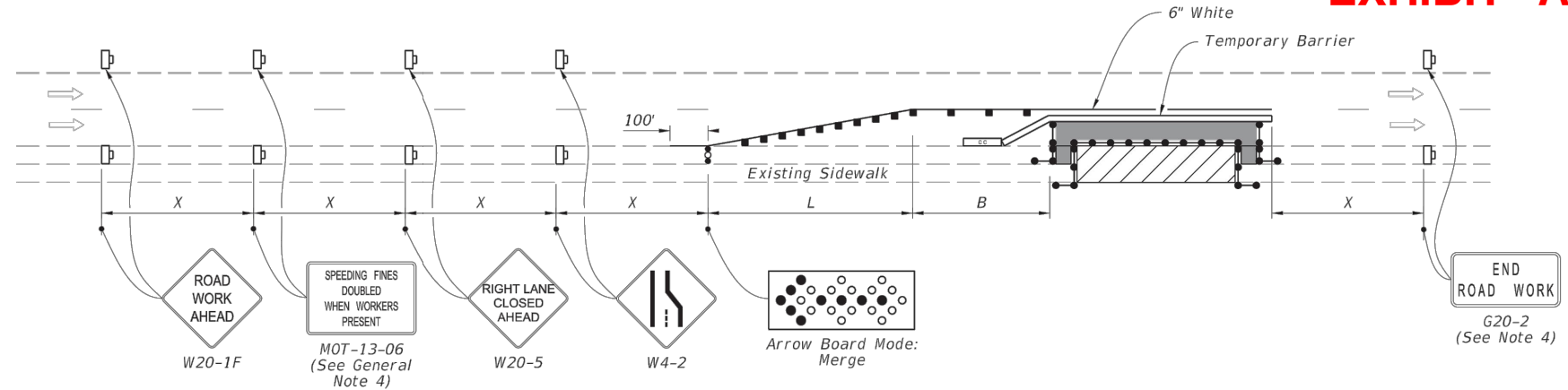
EXHIBIT "A"

NOTES:

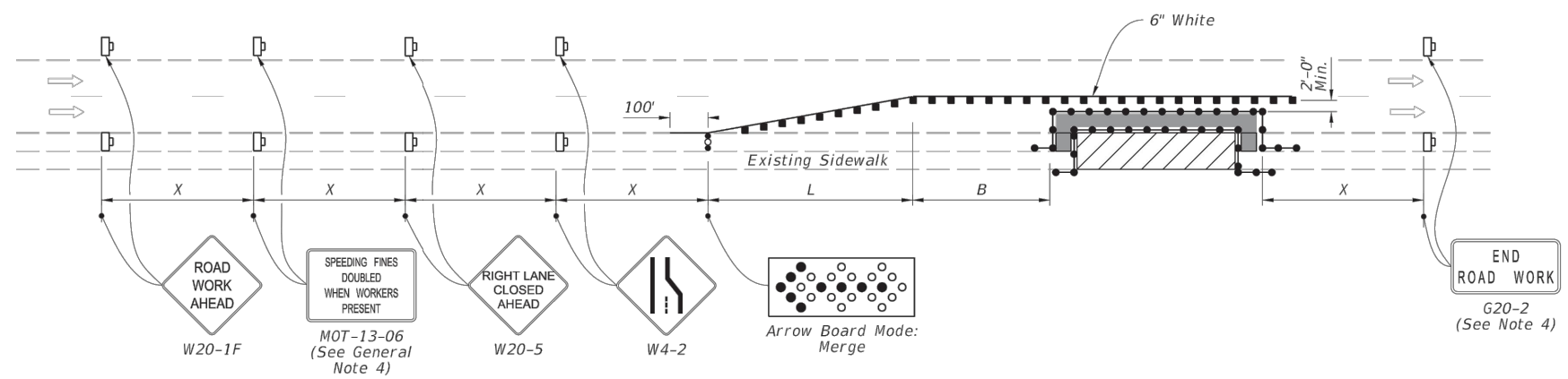
1. L = Taper Length
B = Buffer Length
X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

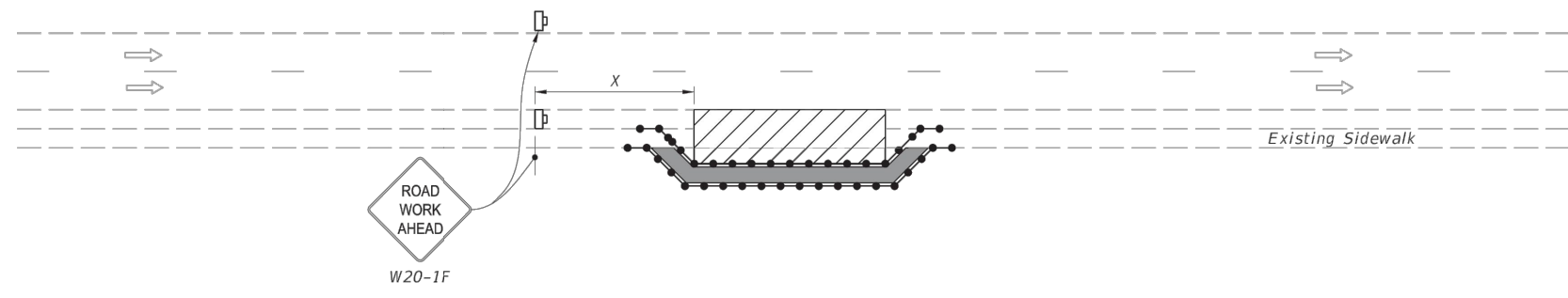
-  Work Area
-  Temporary Pedestrian Way
-  Channelizing Device (See Index 102-600)
-  Pedestrian Longitudinal Channelizing Device (LCD)
-  Work Zone Sign
-  Arrow Board
-  Crash Cushion
-  Lane Identification and Direction of Traffic



PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)




PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 35 mph or Less)



PEDESTRIAN SPECIAL DETOUR

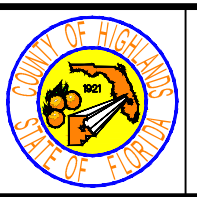
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| LAST REVISION 11/01/21 | REVISION | DESCRIPTION: |  FY 2022-23 STANDARD PLANS | SIDEWALK CLOSURE | INDEX 102-660 | SHEET 2 of 2 |
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FOR BIDDING

**HIGHLANDS COUNTY
ENGINEERING DEPARTMENT**
 505 S. COMMERCE AVENUE
 SEBRING, FLORIDA 33870
 DESIGNED BY: J.D. LANGFORD, P.E.
 DRAWN BY: STACEY MAHONEY
 CHECKED BY: J.D. LANGFORD, P.E.
 IN CHARGE: J.D. LANGFORD, P.E.
 DATE: 11/21/2022
 APPROVED BY: JAMES D. LANGFORD, JR., P.E.
 FLORIDA REGISTRATION NO.: 78402



**SUN 'N LAKE
SIDEWALK EXTENSION**
 FDOT MAINTENANCE OF TRAFFIC

| | | |
|-----------------------------------|----------------------|-----------|
| SCALE: HORIZ. N/A VERT. N/A | PROJECT NO. 19016 | REV. 0 |
| SHEET 19 OF 19 | | |

REISSUED October 18, 2022
PREPARED BY: Kenya A. Anderson



SPECIFICATIONS PACKAGE
Contract Number: G1062
FINANCIAL PROJECT ID(S).441739-1-58-01
FEDERAL FUNDS
DISTRICT ONE
HIGHLANDS COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the July 2022 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

Signature and Seal:

Date:

State of Florida,

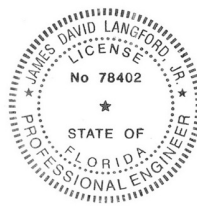
Professional Engineer, License No.: 78402

Firm/Agency Name: Highlands County Board of County Commissioners

Firm/Agency Address: 505 South Commerce Avenue

City, State, Zip Code: Sebring, Florida 33870

Page(s): 96



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
505 S. COMMERCE AVENUE
SEBRING, FL 33870
JAMES D. LANGFORD, JR., P.E. NO. 78402

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LAP DIVISION 1 SPECIFICATIONS.

(REV 8-23-22) (7-22)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

FROM SECTION 1 – DEFINITIONS AND TERMS:

Department Name Highlands County Board of County Commissioners

Engineer James D. Langford, P.E.

Contractor’s Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor’s Engineer of Record may also serve as the Specialty Engineer.

The Contractor’s Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor’s Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be “major” or “structural”, the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”.

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

- (1) Registration as a Professional Engineer in the State of Florida.
- (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

FROM SECTION 4 (ALTERATION OF WORK).**4-3 Alteration of Plans or of Character of Work.**

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the

Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

| Table 4-1 | |
|------------------------------------|---|
| Item | Rate |
| FICA | Rate established by Law |
| FUTA/SUTA | Rate established by Law |
| Medical Insurance | Actual |
| Holidays, Sick & Vacation benefits | Actual |
| Retirement benefits | Actual |
| Workers Compensation | Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work. |
| Per Diem | Actual but not to exceed State of Florida's rate |

| Table 4-1 | |
|---|--------|
| Item | Rate |
| Insurance* | Actual |
| *Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.). | |

At the Pre-construction conference, certify to the Engineer the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly Rate/176
x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating
Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly
Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment
Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which

a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$D_s = \frac{A_s \times C}{B}$$

Where A_s = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time

C = 8%

D_s = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind

the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify

the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credit to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform

the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any

Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by

the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change,

with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - a. documented additional job site labor expenses;
 - b. documented additional cost of materials and supplies;
 - c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
 - d. any other additional direct costs or damages and the documents in support thereof;
 - e. any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the

extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible,

either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).

6-5 Products and Source of Supply.

6-5.1 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.

6-5.2 Source of Supply–Steel: Use steel and iron manufactured 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 melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual 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. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the

United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING)

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated July 5, 2022 is posted on the Department's website at the following URL address

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa1273-7-5-22.pdf?sfvrsn=726ca05d_2

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife

Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

| Wage Rate Decision Number | Associated Work |
|------------------------------|--------------------------------------|
| FL20220155 | All Highway Work Under this Contract |
| | |

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

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, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.”

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

1. 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.

2. 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-to-day 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.

3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

a. 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.

b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

c. 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.

d. Encouraging eligible DBEs to apply for certification with the Department.

e. 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 following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance 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:

1. the procedures adopted to comply with these Specifications;
 2. the number of subordinated Contracts on Department projects awarded to DBEs;
 3. the dollar value of the Contracts awarded to DBEs;
 4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
 5. a description of the general categories of Contracts awarded to DBEs;
- and
6. 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. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

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

1. 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.

2. 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.

3. 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.

4. 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.

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

6. 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.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. 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.

9. 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.

10. 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.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

| Estimated Contract Amount | Trainees Required |
|--|-------------------|
| \$2,000,000 or less | 0 |
| Over \$2,000,000 to \$4,000,000 | 2 |
| Over \$4,000,000 to \$6,000,000 | 3 |
| Over \$6,000,000 to \$12,000,000 | 5 |
| Over \$12,000,000 to \$18,000,000 | 7 |
| Over \$18,000,000 to \$24,000,000 | 9 |
| Over \$24,000,000 to \$31,000,000 | 12 |
| Over \$31,000,000 to \$37,000,000 | 13 |
| Over \$37,000,000 to \$43,000,000 | 14 |
| Over \$43,000,000 to \$49,000,000 | 15 |
| Over \$49,000,000 to \$55,000,000 | 16 |
| Over \$55,000,000 to \$62,000,000 | 17 |
| Over \$62,000,000 to \$68,000,000 | 18 |
| Over \$68,000,000 to \$74,000,000 | 19 |
| Over \$74,000,000 to \$81,000,000 | 20 |
| Over \$81,000,000 to \$87,000,000 | 21 |
| Over \$87,000,000 to \$93,000,000 | 22 |
| Over \$93,000,000 to \$99,000,000 | 23 |
| Over \$99,000,000 to \$105,000,000 | 24 |
| Over \$105,000,000 to \$112,000,000 | 25 |
| Over \$112,000,000 to \$118,000,000 | 26 |
| Over \$118,000,000 to \$124,000,000 | 27 |
| Over \$124,000,000 to \$130,000,000 | 28 |
| Over \$130,000,000 to * | |
| *One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000 | |

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;

3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the

employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,

3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-29 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.

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by

the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or

neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such

preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

| Original Contract Amount | Daily Charge Per Calendar Day |
|--|-------------------------------|
| \$50,000 and under..... | \$868 |
| Over \$50,000 but less than \$250,000..... | \$882 |
| \$250,000 but less than \$500,000..... | \$1,197 |

| | |
|--|--|
| \$500,000 but less than \$2,500,000..... | \$1,694 |
| \$2,500,000 but less than \$5,000,000..... | \$2,592 |
| \$5,000,000 but less than \$10,000,000..... | \$3,786 |
| \$10,000,000 but less than \$15,000,000..... | \$4,769 |
| \$15,000,000 but less than \$20,000,000..... | \$5,855 |
| \$20,000,000 and over..... | \$9,214 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar) |

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

FROM SECTION 9 (PARTIAL PAYMENTS).

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor’s payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21-A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to \$1,000 plus any amount that the Department elects to deduct for defective work as provided in 9-5.3.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
2. The stockpiled material must be approved as meeting applicable specifications.
3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than \$5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Florida Department of Transportation.”

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished.

The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

**120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-13-21) (7-22)**

SECTION 120 is deleted and the following substituted:

**SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)**

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 consist 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.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of ± 0.2 foot in depth and ± 6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 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 finished graded surface shown in the Plans.

120-4.3 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 pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 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.

120-4.4.2.2 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.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 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.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes 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 pipelines 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.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Placement of Muck on Side Slopes: As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck. Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

120-5.3 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. 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.

120-5.4 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.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).
3. 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 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 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.

120-6.2 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.

120-6.3 Authorization for Use of Borrow: Use borrow pit 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.

120-6.3.1 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.

120-6.3.2 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. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements:

Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

| Group | AASHTO Soil Class | Maximum Lift Thickness | Thick Lift Control Test Section Requirements |
|-------|---------------------------------------|---------------------------------------|--|
| 1 | A-3 | 12 inches | Not Needed |
| | A-2-4 (No. 200 Sieve \leq 15%) | | |
| 2 | A-1 | 6 inches without Control Test Section | Maximum of 12 inches per 120-7.2.1.2 |
| | A-2-4 (No. 200 Sieve $>$ 15%) | | |
| | A-2-5, A-2-6, A-2-7, A-4, A-5, A-6 | | |
| | A-7 (Liquid Limit $<$ 50) | | |

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.

2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
 - a. All five tests must meet the density required by 120-10.5.
 - b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 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 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When 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 120-9.2.3 and 120-9.2.6.

120-7.2.3 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.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, 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.

120-7.3 Hydraulic Method:

120-7.3.1 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 reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if 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 all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 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.

120-7.3.3 Protection of Openings in Embankment: Maintain 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.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

120-8.1.2 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 in the Standard Plans 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: 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, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

| Group | AASHTO Soil Class | Maximum Lift Thickness | | Thick Lift Control Test Section Requirements | |
|-------|------------------------------------|---------------------------------------|---------------------|--|--------------------------------------|
| | | Within Cover Zone | Above Soil Envelope | Within Cover Zone | Above Soil Envelope |
| 1 | A-3 | 6 inches | 12 inches | N/A | Not Needed |
| | A-2-4 (No. 200 Sieve \leq 15%) | | | | |
| 2 | A-1 | 6 inches without control test section | N/A | N/A | Maximum of 12 inches per 120-7.2.1.2 |
| | A-2-4 (No. 200 Sieve $>$ 15%) | | | | |
| | A-2-5, A-2-6, A-2-7, A-4, A-5, A-6 | | | | |
| | A-7 (Liquid Limit $<$ 50) | | | | |

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 in². 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 Greater than 12 Inches Inside Diameter:

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 the 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 Standard Plans, Index 120-001.

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 its 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.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, 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.

120-9.2.3 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 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, 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.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 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 needed for planting.

120-9.2.7 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.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 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.

120-10 Acceptance Program.

120-10.1 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 FM 1-T099.

120-10.2 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 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 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).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-7.3;
- 2) material placed outside the standard minimum slope as specified in 120-7.2.4;
- 3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

| Test Name | Frequency |
|---|----------------------------|
| Proctor Maximum Density | One per soil type |
| Density | 1 per LOT (Alternate Lift) |
| Soil Classification and Organic Content | One per Maximum Density |

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction 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 and grades shown in the Plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
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 finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 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.

120-13 Method of Measurement.

120-13.1 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.

120-13.2 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.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 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.

120-14.3 Embankment: 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.

334 ASPHALT CONCRETE FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-2-21) (7-22)

SECTION 334 is deleted and the following substituted:

SECTION 334
ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete 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 an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete 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 turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

| Table 334-1 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.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.

Traffic Level D or E can be substituted for Traffic Level C.

Traffic Level C can be substituted for Traffic Level B.

Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

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 asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{\text{mm}} \times 43.3$$

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 asphalt concrete mixtures are as follows:

| | |
|---------------------------|-----------------------|
| Type SP-9.5, FC-9.5 | 1 to 1-1/2 inches |
| Type SP-12.5..... | 1-1/2 to 3 inches |
| Type FC-12.5 | 1-1/2 to 2-1/2 inches |

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete 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 and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

| | |
|-------------------|-------------------|
| Type SP-9.5..... | 3/8 to 2 inches |
| Type SP-12.5..... | 1/2 to 3 inches |
| Type SP-19.0..... | 1-1/2 to 4 inches |

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

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 Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. 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.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

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: <https://mac.fdot.gov/>.

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 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. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled 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

| Table 334-2 Asphalt Binder Grade for Mixes Containing RAP | |
|--|----------------------|
| Percent RAP | Asphalt Binder Grade |
| 0 - 15 | PG 67-22 |
| 16 - 30 | PG 58-22 |
| ≥ 30 | PG 52-28 |

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), 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, 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/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate 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. 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 M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323. N_{initial} and N_{maximum} requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.

2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

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 Department 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, as identified in the Department's aggregate control program.
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 for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.
10. The name of the Construction Training Qualification Program (CTQP) mix designer.
11. The ignition oven and maximum specific gravity (G_{mm}) calibration factors.
12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

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 for process control purposes.

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 Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3.

The minimum ambient temperature requirement may be reduced by 5°F when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

| Table 334-3 Ambient Air Temperature Requirements for Paving | |
|---|--------------------------|
| Layer Thickness or Asphalt Binder Type | Minimum Temperature (°F) |
| ≤ 1 inch | 50 |
| Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C | 45 |
| Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C | 40 |
| FC-5 ⁽¹⁾ | 65 |
| ⁽¹⁾ As an exception, place the mixture at temperatures no lower than 60°F, only when approved by the Engineer based on the Contractor's demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55°F when using warm mix technology, if agreed to by both the Engineer and the Contractor. | |

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 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table 334-4. Notify the Engineer of the rejection immediately.

| Table 334-4 Mix Temperature Master Range Tolerance | |
|---|----------------------------------|
| Location | Acceptable Temperature Tolerance |
| Plant | Mixing Temperature ±30 F |
| Roadway (mix in truck) | Compaction Temperature ±30°F |

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and 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 a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement 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 334-5. Control application rate within plus or minus 0.01 gallon 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 PG 52-28, multiply the target rate of application by 0.6.

| Table 300-2 Tack Coat Application Rates | | |
|---|--|---|
| Asphalt Mixture Type | Underlying Pavement Surface | Target Tack Rate (gal/yd ²) ¹ |
| Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course | Newly Constructed Asphalt Layers | 0.06 |
| | Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement | 0.09 |
| Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer. | | |

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 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, standing 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.

334-6.3 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.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 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.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 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.

334-6.7.3 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.

334-6.8 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 coverages 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.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

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.

334-6.9 Joints.

334-6.9.1 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. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility 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.

334-6.9.2 Longitudinal Joints: Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 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 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 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. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 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.

334-6.10.3.1.2 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.

334-6.10.3.1.3 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. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 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 (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 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 334-7.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 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.

334-7.3 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.

334-7.3.1 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 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

| Characteristic | Tolerance |
|-----------------------------------|-----------------------|
| Asphalt Binder Content (percent) | Target \pm 0.55 |
| Passing No. 8 Sieve (percent) | Target \pm 6.00 |
| Passing No. 200 Sieve (percent) | Target \pm 1.50 |
| Roadway Density (daily average) | Minimum 91.5% of Gmm |
| Roadway Density (any single core) | Minimum 88.0 % of Gmm |

334-7.4 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 334-7.3.1. 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 334-6. 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.

334-7.4.1 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, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, 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; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the

area requiring density testing is less than 50 tons. 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. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. 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.

334-8 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 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.

334-9 Basis of Payment.

334-1 General: Price and payment will be full compensation for all the work specified under this Section.

**344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D).
(REV 6-9-2021) (FA 7-2-21) (1-22)**

SECTION 344 is deleted and the following substituted:

**SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)**

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents 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 cast-in-place nonstructural concrete; including 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 and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers 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 and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 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 C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type II, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type II or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. 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.

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: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

| Table 344-1 Master Proportion Table ⁽⁷⁾ | | | | |
|---|--|---|--|--|
| Class of Concrete | 28-day Specified Minimum Compressive Strength (f_c') (psi) | Maximum Water to Cementitious Materials Ratio (pounds per pounds) | Minimum Total Cementitious Materials Content (lb/yd ³) | Target Slump Value (inches) ⁽³⁾ |
| Category 1 | | | | |
| Class NS | 2,500 | N/A | N/A | N/A |
| Category 3 | | | | |
| I ⁽¹⁾ | 3,000 | 0.53 | 470 | 3 ⁽²⁾ |
| I (Pavement) | 3,000 | 0.50 | 470 | 1.5 or 3 ⁽⁵⁾ |
| II ⁽¹⁾ | 3,400 | 0.53 | 470 | 3 ⁽²⁾ |
| II (Bridge Deck) | 4,500 | 0.44 | 600 ⁽⁸⁾ | 3 ⁽²⁾ |
| III ⁽⁴⁾ | 5,000 | 0.44 | 600 ⁽⁸⁾ | 3 ⁽²⁾ |
| III (Seal) | 3,000 | 0.53 | 600 ⁽⁸⁾ | 8 |
| IV | 5,500 | 0.41 ⁽⁶⁾ | 600 ⁽⁸⁾ | 3 ⁽²⁾ |
| IV (Drilled Shaft) | 4,000 | 0.41 | 600 ⁽⁸⁾ | 8.5 |
| V (Special) | 6,000 | 0.37 ⁽⁶⁾ | 600 ⁽⁸⁾ | 3 ⁽²⁾ |
| V | 6,500 | 0.37 ⁽⁶⁾ | 600 ⁽⁸⁾ | 3 ⁽²⁾ |
| VI | 8,500 | 0.37 ⁽⁶⁾ | 600 ⁽⁸⁾ | 3 ⁽²⁾ |
| VII | 10,000 | 0.37 ⁽⁶⁾ | 600 ⁽⁸⁾ | 3 ⁽²⁾ |

Notes:

- (1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.
- (2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.
- (3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.
- (4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).
- (5) Meet the requirements of Section 350 of FDOT Specifications.
- (6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.
- (7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.
- (8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd³ and 510 lb/yd³, respectively.

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 always met.

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 agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to 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. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

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 Batchers 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 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (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 86°F but is less than 100°F.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated 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.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. 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 by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its 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 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).
4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.
5. A copy of the documentation certifying the admixture weighing/measuring devices.
6. Aggregate moisture control records including date and time of test.
7. Manufacturer's mixer information.
8. Certification documents for admixture weighing and measuring dispensers.
9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

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 production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. 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.

EXCAVATION AND EMBANKMENT (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION) (REV 01-00) (1-13)

SECTION 120 EXCAVATION AND EMBANKMENT

120-1 Description.

120-1.1 General: Excavate and construct embankments as required for the roadway, ditches, channel changes and borrow material. Prepare subgrades and foundations, construct embankments, and otherwise use or dispose of the materials excavated. Use suitable excavated materials or authorized borrow. Also compact and dress excavated areas and embankments. For excavation and backfilling of structures, refer to Section 125.

Excavate materials for clearing and grubbing under Section 110. Material displaced by the storm sewer or drainage structure system is not included in the earthwork quantities shown on the plans.

120-1.2 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of a hazardous or toxic waste, or contaminants, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate hazardous or toxic wastes or contaminants and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the District Contamination Assessment Coordinator who will coordinate selecting and tasking the Department's Contamination Assessment/Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation by the CAR Contractor will determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

The CAR Contractor will delineate the contamination area(s), any staging or holding area required, and, in cooperation with the Prime Contractor and Engineer, develop a work plan that will provide the CAR Contractor's operations schedule with projected completion dates for the final resolution of the contamination issue.

The CAR Contractor will maintain jurisdiction over activities inside any outlined contaminated areas and any associated staging holding areas. The CAR Contractor will be responsible for the health and safety of workers within the delineated areas. Provide continuous

access to these areas for the CAR Contractor and representatives of regulatory or enforcement agencies having jurisdiction.

Both Contractors shall use the schedule as a basis for planning the completion of both work efforts. The Engineer may grant the Contract Time extensions according to the provisions of 8-7.3.2.

Cooperate with the CAR Contractor to expedite integration of the CAR Contractor's operations into the construction project. The Prime Contractor is not expected to engage in routine construction activities, such as excavating, grading, or any type of soil manipulation, or any construction processes required if handling of contaminated soil, surface water or ground water is involved. All routine construction activities will be by the CAR Contractor. Adjustments to quantities or to Contract unit prices will be made according to work additions or reductions on the part of the Prime Contractor in accordance with 4-3.

The Engineer will direct the Prime Contractor when operations may resume in the affected area.

120-2 Classifications of Excavation.

120-2.1 General: The Department may classify excavation specified under this Section for payment as any of the following: (1) Regular Excavation, (2) Subsoil Excavation, (3) Lateral Ditch Excavation, and (4) Channel Excavation.

If the proposal does not show Subsoil Excavation or Lateral Ditch Excavation as separate items of payment, include such excavation under the item of Regular Excavation.

If the proposal shows Lateral Ditch Excavation as a separate item of payment, but does not show Channel Excavation as a separate item of payment, include such excavation under the item of Lateral Ditch Excavation. Otherwise, include Channel Excavation under the item of Regular Excavation.

120-2.2 Regular Excavation: Regular Excavation includes roadway excavation and borrow excavation, as defined below for each.

120-2.2.1 Roadway Excavation: Roadway Excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the plans.

120-2.2.2 Borrow Excavation: Borrow Excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Value Engineering Change Proposal (VECP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil Excavation consists of the excavation and disposal 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, consider the finished grading template as the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, consider the finished grading template as the

finished shoulder and slope lines and bottom of completed base or rigid pavement. For pond and ditches that identify the placement of a blanket material, consider the finished grading template as the bottom of the blanket material. Subsoil Excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of Subsoil Excavation indicated on the plans as being particularly variable, in accordance with the field conditions actually encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under Embankment or Borrow Excavation (Truck Measure).

120-2.4 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.

120-2.5 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.

120-3 Preliminary Soils Investigations.

When the plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Removal of Unsuitable Materials and Existing Roads.

120-4.1 Subsoil Excavation: Where muck, rock, 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 material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the plans as the removal limits, of ± 0.2 feet [± 60 mm] in depth and ± 6 inches [± 150 mm] (each side) in width.

120-4.2 Removal of Existing Old Road: Where a new roadway is to be constructed over an old one, plow or scarify the old road, and break it up full width, regardless of height of fill. If the plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids.

120-4.3 Obliterating Old Road: Where the plans call for obliteration of portions of an old road outside of the proposed new roadway, obliterate such sections of the old road by grading to fill ditches and to restore approximately the original contour of the ground or a contour which produces a pleasing appearance.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 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.

120-5.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-5. 1, when approved by the Engineer, in rural undeveloped areas, the Contractor may place muck (A-8 material) on the slopes, or store it alongside the roadway, provided there is a clear distance of at least 6 feet [2 m] between the roadway grading limits and the muck, and the Contractor dresses the muck to present a neat appearance. In addition, the Contractor may also dispose of this material by placing it on the slopes in developed areas 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.

120-5.3 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 Department, 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.

120-5.4 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 [90 m] from the nearest roadway right-of-way line of any State-maintained road. If the materials are buried, disregard the 300 foot [90 m] limitation.

120-6 Borrow.

120-6.1 Materials for Borrow: Do not open borrow pits until the Engineer has approved their location.

Do not provide borrow materials that are polluted as defined in Chapter 376 of the Florida Statutes (oil of any kind and in any form, gasoline, pesticides, ammonia, chlorine, and derivatives thereof, excluding liquefied petroleum gas) in concentrations above any local, State, or Federal standards.

Prior to placing any borrow material that is the product of soil incineration, provide the Engineer with a copy of the Certificate of Materials Recycling and Post Burn Analysis showing that the material is below all allowable pollutant concentrations.

120-6.2 Furnishing of Borrow Areas: Furnish areas for borrow.

To obtain the Engineer's approval to use an off-site construction activity area that involves excavation such as a borrow pit or local aggregate pit, request in writing, a Cultural

Resources Assessment. Send the request to the Division of Historical Resources, Department of State, State Historic Preservation Officer, Tallahassee, FL. As a minimum, include in the request the State Project Job Number, the County, a description of the property with Township, Range, Section, etc., the dimensions of the area to be affected, and a location map. Do not start any work at the off-site construction activity area until receiving a clearance letter from the Division of Archives and written clearance from the Engineer concerning compliance with the Federal Endangered Species Act as specified in 7-1.4.

For certain locations, the Division of Archives will require a Cultural Resources Field Survey before approval can be granted. When this is required, secure professional archaeological services to make the survey and prepare a report. Submit the report to the Division of Archives with a copy to the Department. The Engineer will base final approval or rejection of the use of the off-site construction activity area on the report.

Before receiving approval or use of borrow areas, obtain written clearance from the engineer concerning compliance with the Federal Endangered Species Act as specified in 7-1.4 and Section 4(f) of the USDOT Act as specified in Section 7-1.7.

The Department will adjust Contract Time in accordance with 8-7 for any suspension of operations required to comply with this Article. The Department will not accept any monetary claims due to delays or loss of off-site construction activity areas.

Except where the plans specifically call for the use of a particular borrow or dredging area, the Contractor may substitute borrow or dredging areas of his own choosing provided: (1) the Engineer determines the materials from such areas meet the Department's standards and other requirements for stability for use in the particular sections of the work in which it is to be placed, and (2) the Contractor absorbs any increase in hauling or other costs.

Before using any borrow material from any substitute areas, obtain the Engineer's approval, in writing, for the use of the particular areas, and, where applicable, ensure that the Engineer has cross-sectioned the surface. Upon such written approval by the Engineer, consider the substitute areas as designated borrow areas.

When furnishing the dredging or borrow areas, supply the Department with evidence that the necessary permits, rights, or waivers for the use of such areas have been secured.

Do not excavate any part of a Contractor furnished borrow area which is less than 300 feet [90 m] from the right-of-way of the project or any State Road until the Engineer has approved a plan for landscaping and restoring the disturbed area. Perform this landscaping and land restoration at no expense to the Department, prior to final acceptance of the project. Do not provide a borrow area closer than 25 feet [8 m] to the right-of-way of any state road. In Department furnished borrow pits, do not excavate material within 5 feet [1.5 m] of the adjacent property lines.

Upon completion of excavation, neatly shape, dress, grass, vegetate, landscape, and drain all exposed areas including haul roads, as necessary so as not to present an objectionable appearance.

Meet the requirements of Section 104 when furnishing borrow areas, regardless of location.

120-6.3 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. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Department, 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.

120-6.5 Authorization for Use of Borrow: When the item of Borrow Excavation is included in the Contract, 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. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-7 Materials for Embankment.

120-7.1 Use of Materials Excavated From the Roadway and Appurtenances: Be responsible 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.

120-7.2 General Requirements for Embankment Materials: Construct embankments of acceptable material including broken portland cement concrete pavement and portland cement concrete rubble, but containing no muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed. Remove and waste material designated as undesirable. Use material in embankment construction in accordance with plan details or as the Engineer directs.

Complete the embankment using maximum particle sizes as follows:

In top 12 inches [300 mm]: 3 1/2 inches [90 mm] (in any dimension).

12 to 24 inches [300 to 600 mm]: 6 inches [150 mm] (in any dimension).

In the depth below 24 inches [600 mm]: not to exceed 12 inches [300 mm] (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 120-9.2.

When and where approved by the Engineer, the Contractor may place larger rocks (not to exceed 18 inches [450 mm] in any dimension) outside the two to one slope and at least 4 feet [1.2 m] or more below the bottom of the base. Compact around these rocks to a firmness

equal to that of the supporting soil. Compact grassed embankment areas in accordance with 120-9.2.6.

Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches [90 mm] in diameter within 3 feet [1.0 m] of the location of any end-bent piling.

120-7.3 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-8 Embankment Construction.

120-8.1 General: Construct embankments in sections of not less than 300 feet [90 m] in length or for the full length of the embankment.

120-8.2 Dry Fill Method:

120-8.2.1 General: Except as provided below for material placed on unstable ground and for materials used for flattening slopes, construct embankments in successive layers of not more than 8 inches [200 mm] in thickness, measured loose, for the full width of the embankment. However, the Contractor may construct embankments in successive layers of not more than 12 inches [300 mm] compacted thickness, if he can demonstrate with field tests that he has compacting equipment sufficient to achieve density required by 120-9.2 for the full depth of a thicker lift, and if the compactive effort is approved by the Engineer. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer will base his approval on the results of a test section the Contractor constructed using his specified compactive effort. Construct the test section with a minimum length of 300 feet [90 m], full width, and a maximum length of 1,000 feet [300 m].

Once approved, if there is a change in soil classification of the embankment materials, construct a new test section. Do not change the compactive effort once a test section is approved.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 8 inch [200 mm] loose lifts whenever it is determined that satisfactory results are not being achieved.

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.

120-8.2.1.1 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 120-8.2.2.

120-8.2.2 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 120-8.2.1 and 120-8.2.3.

120-8.2.3 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.

120-8.2.4 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 two to one), place such material in layers of not more than 18 inches [450 mm] in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch [450 mm] layers.

120-8.3 Hydraulic Method:

120-8.3.1 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 rehandled, or moved and placed in its final position by any other method, as specified in 120-8.2. 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.

120-8.3.2 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.

120-8.3.3 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 [60 m] of the toe of the proposed embankment.

120-9 Compaction Requirements.

120-9.1 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.

120-9.2 Compaction of Embankments:

120-9.2.1 Density Requirements: Except for embankment constructed by the hydraulic method as specified in 120-8.3 and for the material placed outside the standard minimum slope as specified in 120-8.2.4, and for other areas specifically excluded herein,

compact each layer of the material used in the formation of embankments to a density of at least 100% of the maximum density as determined by AASHTO T 99, Method C. 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.

120-9.2.2 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 [300 mm] (as provided in 120-8.2.2), compact the top 6 inches [150 mm] (compacted thickness) of such layer to the density as specified in 120-9.2.1.

120-9.2.3 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 (see Florida Sampling and Testing Methods, M145), 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 [1.7 MPa] 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 [25 mm]. 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.

120-9.2.4 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.

120-9.2.5 Compaction of Grassed Shoulder Areas: For the upper 6 inches [150 mm] layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-9.2.6 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 [150 mm] for the subsequent seeding or planting operations.

120-9.3 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of 125-8.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of 125-8.

120-9.4 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade area (as defined in 1-3) in both cuts and fills to the density specified in 120-9.2.1. Do not apply density requirements where constructing narrow widening strips 4 feet [1.2 m] or less on undisturbed soil.

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.

120-10 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 [1 m] wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain 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, at no expense to the Department, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Perform maintenance and protection of earthwork construction in accordance with Section 104.

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 [90 mm] above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot [30 mm] 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 [30 mm] above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot [90 mm] 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 General: When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards [cubic meters], 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, unless otherwise specified under the provisions for individual items.

Where Subsoil Excavation extends outside the lines shown in the plans or authorized by the Engineer including allowable tolerances, and the space is backfilled with material obtained in additional authorized roadway or borrow excavation, the net fill, plus shrinkage allowance, will be deducted from the quantity of Roadway Excavation or Borrow Excavation to be paid for, as applicable.

The quantity of all material washed, blown, or placed beyond the authorized roadway cross-section will be determined by the Engineer and will be deducted from the quantity of Roadway Excavation or Borrow Excavation to be paid for, as applicable.

Subsoil Excavation that extends outside the lines shown in the plans or authorized by the Engineer including allowable tolerances will be deducted from the quantity to be paid for as Subsoil Excavation.

120-12.2 Roadway Excavation: The measurement will include only the net volume of material excavated between the original ground surface and the surface of the completed earthwork, except that the measurement will also include all unavoidable slides which may occur in connection with excavation classified as Roadway Excavation.

The pay quantity will be the plan quantity provided that the excavation was accomplished in substantial compliance with the plan dimensions and subject to the provisions of 9-3.2 and 9-3.4. On designated 3-R Projects, Regular Excavation will be paid for at the Contract lump sum price provided that the excavation was accomplished in substantial compliance with the plan dimension.

120-12.3 Borrow Excavation: 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. If measurement is made in vehicles, level the material to facilitate accurate measurement.

Unsuitable material excavated from borrow pits where truck measurement is provided for and from any borrow pits furnished by the Contractor, will not be included in the quantity of excavation to be paid for.

120-12.4 Lateral Ditch Excavation: The measurement will include only material excavated within the lines and grades indicated in the plans or as directed by the Engineer. The measurement will include the full station-to-station length shown in the plans or directed by the Engineer and acceptably completed. Excavation included for payment under Section 125 will not be included in this measurement.

The pay quantity will be the plan quantity provided that the excavation was accomplished in substantial compliance with the plan dimensions and subject to the provisions of 9-3.2 and 9-3.4.

120-12.5 Channel Excavation: The measurement will include only material excavated within the lines and grades indicated in the plans or in accordance with authorized plan changes. The measurement will include the full station-to-station length shown in the plans including any authorized changes thereto.

If shoaling occurs subsequent to excavation of a channel and the Engineer authorized the shoaled material to remain in place, the volume of any such material remaining within the limits of channel excavation shown in the plans will be deducted from the measured quantity of Channel Excavation.

120-12.6 Subsoil Excavation: The measurement will include only material excavated within the lines and grades indicated in the plans (including the tolerance permitted therefore) or as directed by the Engineer.

When no item for Subsoil Excavation is shown in the proposal but Subsoil Excavation is subsequently determined to be necessary, such unanticipated Subsoil Excavation will be paid for as provided in 4-4.

120-12.7 Embankment: The quantity will be at the plan quantity.

Where payment for embankment is not to be included in the payment for the excavation, and is to be paid for on a cubic yard [cubic meter] basis for the item of Embankment, the plan quantities to be paid for will be calculated by the method of average end areas unless the Engineer determines that another method of calculation will provide a more accurate result. The measurement will include only material actually placed above the original ground line, within the lines and grades indicated in the plans or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment subject to the provisions of 9-3.2, and no allowance will be made for subsidence of material below the surface of the original ground.

If there are authorized changes in plan dimensions or if errors in plan quantities are detected, plan quantity will be adjusted as provided in 9-3.2.

Where the work includes excavation of unsuitable material below the finished grading template or original ground line, whichever is lower as defined in 120-2.3, the original ground line is defined as the surface prior to beginning excavation, except that this surface is not outside the permissible tolerance of lines and grades for Subsoil Excavation as indicated in the plans or as directed by the Engineer. Any overrun or underrun of plan quantity for Subsoil Excavation which results in a corresponding increase or decrease in embankment will be considered as an authorized plan change for adjustment purposes as defined in 9-3.2.2.

No payment will be made for embankment material used to replace unsuitable material excavated beyond the lines and grades shown in the plans or ordered by the Engineer.

In no case will payment be made for material allowed to run out of the embankment on a flatter slope than indicated on the cross-section. The Contractor shall make his own estimate on the volume of material actually required to obtain the pay section.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the various 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; maintaining and protecting the complete earthwork; and hauling.

The Department will not allow extra compensation for any rehandling of materials.

The Department will compensate for the cost of grassing or other permanent erosion control measures directed by the Engineer as provided in the Contract for similar items of roadway work.

120-13.2 Excavation:

120-13.2.1 Items of Payment: When no classification of material is indicated in the plans, and bids are taken only on Regular Excavation, the total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Regular Excavation.

When separate classifications of excavation are shown in the proposal, the quantities of each of the various classes of materials so shown will be paid for at the Contract unit prices per cubic yard [cubic meter] for Regular Excavation, Lateral Ditch Excavation, Subsoil Excavation, and Channel Excavation, as applicable, and any of such classifications not so shown will be included under the item of Regular Excavation (except that if there is a classification for Lateral Ditch Excavation shown and there is no classification for Channel Excavation, any channel excavation will be included under the item of Lateral Ditch Excavation). As an exception, on designated Projects, Regular Excavation will be paid for at the Contract lump sum price.

120-13.2.2 Basic Work Included in Payments: Prices and payments will be full compensation for all work described under this Section, except for any excavation, or embankment which is specified to be included for payment under other items. Such prices and payments will include hauling; any rehandling that may be necessary to accomplish final disposal as shown in the plans; the dressing of shoulders, ditches and slopes; removal of trash, vegetation, etc., from the previously graded roadway where no item for clearing and grubbing is shown in the plans; and compacting as required.

120-13.2.3 Additional Depth of Subsoil Excavation: Where Subsoil Excavation is made to a depth of 0 to 5 feet [0 to 1.5 m] below the depth shown on the Contract plans, such excavation will be paid for at the unit price bid.

Where Subsoil Excavation is made to a depth greater than 5 feet [1.5 m], and up to 15 feet [4.5 m], deeper than the depth shown on the Contract plans, such excavation will be paid for at the unit price bid plus 25% of such unit price. Additional extra depth, more than 15 feet [4.5 m] below such plan depth, will be considered as a change in the character of the work and will be paid for as Unforeseeable Work.

Where no subsoil excavation is shown in a particular location on the original plans, payment for extra depth of subsoil will begin 5 feet [1.5 m] below the lowest elevation on the grading template.

120-13.2.4 Borrow Excavation: When the item of Borrow Excavation is included in the Contract, price and payment will also include the cost of furnishing the borrow areas and any necessary clearing and grubbing thereof, the removal of unsuitable material that it is necessary to excavate in order to obtain suitable borrow material, and also the costs incurred in complying with the provisions of 120-6.4.

120-13.2.5 Materials Excluded from Payment for the Excavation: No payment as excavation will be made for any excavation covered for payment under the item of Embankment.

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; except that, in the operations of roadway excavation, all slides and falls of insecure masses of material beyond the regular slopes and not due to lack of precaution on the part of the Contractor will be paid for at the Contract unit price for the material involved. The removal of slides and falls of material classified as Lateral Ditch Excavation or as Subsoil Excavation will not be paid for separately, but will be included in the Contract unit price for the pay quantity of these materials, measured as provided in 120-12.

120-13.3 Embankment:

120-13.3.1 General: Price and payment will be full compensation for all work specified in this Section, including all material for constructing the embankment; all excavating, dredging, pumping, placing and compacting of material for constructing the embankment complete; dressing of the surface of the roadway, maintenance and protection of the completed earthwork, and the removal of rubbish, vegetation, etc., from the roadway, where no clearing and grubbing of the area is specified in the plans. Also, such price and payment, in each case, will specifically include all costs of any roadway, lateral ditch, or channel excavation, unless such excavation is specifically shown to be paid for separately, regardless of whether the materials are utilized in the embankment.

120-13.3.2 Excluded Material: No payment will be made for the removal of muck or overburden from the dredging or borrow areas. No payment will be made for embankment material used to replace muck or other unsuitable material excavated beyond the lines and grades shown in the plans or ordered by the Engineer.

120-13.3.3 Clearing and Grubbing: No payment will be made for any clearing and grubbing of the borrow or dredging areas. Where no clearing and grubbing of such areas is specified in the plans, the cost of any necessary clearing and grubbing will be included in the Contract unit or lump sum price for Embankment.

120-13.3.4 Cost of Permits, Rights, and Waivers: Where the Contractor provides borrow or dredging areas of his own choosing, the cost of securing the necessary permits, rights or waivers will be included in the Contract price for Embankment.

120-13.4 Payment Items: Payment will be made under:

- Item No. 120- 1- Regular Excavation - per cubic yard.
- Item No. 2120- 1- Regular Excavation - per cubic meter.

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| Item No. 120- 2- | Borrow Excavation - per cubic yard. |
| Item No. 2120- 2- | Borrow Excavation - per cubic meter. |
| Item No. 120- 3- | Lateral Ditch Excavation - per cubic yard. |
| Item No. 2120- 3- | Lateral Ditch Excavation - per cubic meter. |
| Item No. 120- 4- | Subsoil Excavation - per cubic yard. |
| Item No. 2120- 4- | Subsoil Excavation - per cubic meter. |
| Item No. 120- 5- | Channel Excavation - per cubic yard. |
| Item No. 2120- 5- | Channel Excavation - per cubic meter. |
| Item No. 120- 6- | Embankment - per cubic yard. |
| Item No. 2120- 6- | Embankment - per cubic meter. |
| Item No. 120-71- | Regular Excavation (3-R Projects)- lump sum. |
| Item No. 2120-71- | Regular Excavation (3-R Projects)- lump sum. |

EXCAVATION FOR STRUCTURES (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 01-00) (1-13)

SECTION 125 EXCAVATION FOR STRUCTURES

125-1 Description.

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. Also, (1) construct and remove cofferdams, sheeting, bracing, etc.; (2) pump or otherwise dewater foundations; (3) remove and dispose of any existing structures or portions of structures not covered by other items in the Contract, including foundations, abutments, piers, wings, and all other materials, obstructions, etc., found necessary to clear the site for the proposed work; (4) backfill, dispose of surplus material, and perform final cleaning, as may be necessary for the proper execution of the work. This Section does not include excavation for bases or pavements, curbs, curb and gutter, valley gutter, ditch pavement, or rubble gutter.

125-1.1 Trench Excavation Safety System and Shoring, Special (Trench Excavation: When performing trench excavation in excess of 5 feet [1.5 m] in depth, comply with the Occupational Safety and Health Administration's (OSHA) trench safety standards, 29 C.F.R., s. 1926.650, Subpart P, and all subsequent revisions or updates adopted by the Department of Labor and Employment Security. Ensure that trench boxes are wide enough to accommodate compaction and density testing.

Submission of bid and subsequent execution of the Contract will serve as certification that all trench excavation in excess of 5 feet [1.5 m] in depth will be in compliance with Section 553.62, Florida Statutes.

Consider all available geotechnical information available when designing the trench excavation safety system.

Consider these and any more stringent trench safety standards as minimum Contract requirements.

125-2 Classification.

Consider all materials excavated as unclassified and as excavation regardless of the material

encountered.

125-3 Cofferdams.

125-3.1 Construction:

125-3.1.1 Methods: Construct all foundations by open excavation, and shore, brace, or protect the foundation openings with cofferdams. Provide cofferdams or cribs for foundation construction below the bottom of the footings. Provide sufficient clearance in the cofferdam interiors to permit construction of forms and inspection of their exteriors, and for pumping equipment.

125-3.1.2 Protection of Concrete: Construct cofferdams to protect green concrete against damage from a sudden rising of the water and to prevent damage by erosion. Do not leave timber or bracing in cofferdams or cribs that extend into the substructure masonry except where permitted in writing by the Engineer.

125-3.1.3 Placing in the Dry: For placing footings in the dry, the Engineer may require cofferdam sheeting to be driven to an elevation 6 feet [1.8 m] below the elevation of the bottom of the footings and require sufficient pumping equipment to dewater and maintain the cofferdam in a comparatively dry condition.

125-3.1.4 Working Drawings: For substructure work, submit drawings showing the proposed method of cofferdam construction and other details left to choice or not fully shown on the plans. Obtain the Engineer's approval of the type and clearance of cofferdams, insofar as such details affect the character of the finished work. For other details of design that do not affect the character of the finished work, assume responsibility for the successful construction of the work. Retain a Professional Engineer, registered in the State of Florida, to prepare the above construction drawing, and keep a signed and sealed copy on hand at the site at all times. On completion of the work, furnish the Department with as-built drawings on permanent reproducible material as noted in 5-1.4.1.

125-3.2 Removal: Unless otherwise provided, remove cofferdams or cribs, with all sheeting and bracing, after completion of the substructure without disturbing or marring the finished masonry.

125-4 Excavation.

125-4.1 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 [1.2 m] 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.

125-4.2 Earth Excavation:

125-4.2.1 Foundation Material other than 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.

125-4.2.2 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.

125-4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating. Compensation will be in accordance with the requirements of 4-3.4.

125-4.3 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.

125-4.4 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 125-8.3.2.2, to a depth of 4 inches [100 mm] below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches [300 mm] 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 [0.6 m] above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

125-5 Preservation of Channel.

125-5.1 General unless shown on the plans, do not excavate outside of caissons, cribs, cofferdams, or sheet piling, and do not disturb the natural stream bed adjacent to the structure. If excavating or dredging at the site of the structure before sinking caissons, cribs, or cofferdams, complete the foundation and backfill all such excavations to the original ground surface or other required elevation, with material satisfactory to the Engineer.

125-5.2 Removal of Excavated Materials: Do not allow materials that are deposited adjacent to the stream area to infiltrate the water areas. Leave the stream in its original condition.

125-6 Disposal of Surplus.

Use suitable excavated materials for backfilling over or around the structure. Dispose of unsuitable materials. Meet the disposal requirements pertaining to water pollution contained in Section 104 and in 7-1.1.

125-7 Pumping.

Pump from the interior of any foundation enclosure in such manner as to preclude the possibility of any portion of the concrete materials being carried away. Do not pump while placing concrete, or for a period of at least 24 hours thereafter, unless using a suitable pump separated from the concrete work by a watertight wall.

125-8 Backfilling.

125-8.1 Requirements for all Structures:

125-8.1.1 General: Backfill in the Dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

125-8.1.2 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.

125-8.1.3 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. Use only material accepted by the Engineer.

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 [1.2 m] above the crown of the pipe.

125-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches [300 mm] above the top of the pipe up to the elevation shown on the Roadway and Traffic

Design Standards as the elevation for undercutting of A-7 material.

125-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until permission has been given by the Engineer, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

125-8.2 Requirements for Structures Other than Pipe:

125-8.2.1 Density: Place the material in horizontal layers not exceeding 8 inches [200 mm] in depth above water level, behind abutments, wing walls and end bents or end rest piers, and around box culverts and structures other than pipe culverts, and compact it to a density of at least 100% of the maximum density as determined by AASHTO T 99. Where the backfill material is deposited in water, obtain a 12 inch [300 mm] layer of comparatively dry material, thoroughly compacted by tamping, before verifying the layer and density requirements.

125-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches [300 mm] above the top of the structure, using rapid-striking mechanical tampers.

125-8.2.3 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 [300 mm] thick. When hand tampers are used, deposit the materials in layers not more than 4 inches [100 mm] thick using hand tampers suitable for this purpose with a face area of not more than 100 in² [64,500 mm²]. 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.

125-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

125-8.2.5 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.

125-8.3 Requirements for Pipe 15 Inches [375 mm] Inside Diameter or Greater:

125-8.3.1 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 [100 mm] 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 [100 mm] 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 [300 mm] 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 [300 mm] 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 [300 mm] above the top of the pipe to the base or final grade.

125-8.3.2 Material:

125-8.3.2.1 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.

125-8.3.2.2 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.

125-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Roadway and Traffic Design Standard, Index No. 505.

125-8.3.3 Compaction:

125-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

125-8.3.3.2 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 a minimum of 100% of the maximum density as determined by AASHTO T 99, Method C. Place the material in lifts no greater than 6 inches [150 mm] (compacted thickness).

125-8.3.3.3 Cover Zone: Before placing the Cover Zone material, lay pipe according to Section 430. Excavate for pipe bells before laying pipe. Place the material in 6 inch [150 mm] 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. For concrete pipe, compact the backfill to a density of at least 100% of the maximum density as determined by AASHTO T 99, Method C. For metal and plastic pipe, compact the backfill to a density of at least 95% of the maximum density as determined by AASHTO T 99, Method C.

125-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches [300 mm] in compacted thickness. Compact with appropriate equipment to a density of at least 100% of the maximum density as determined by AASHTO T 99, Method C, except as provided below.

In locations outside the plane described by a two (horizontal) to one (vertical) slope downward from the roadway shoulder line or the back of curb as applicable and along storm sewer outfall lines where no vehicular traffic will pass over the pipe, compact the backfill to a firmness approximately equal to that of the soil next to the pipe trench.

125-8.3.3.5 Exceptions to Density Requirements: For side drain pipe under driveways serving individual home sites a single residential lot, the density test requirements above are waived. The lift thickness and compaction requirements apply.

125-8.3.4 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. The Department will pay for any select material which is not available from the grading as Unforeseeable Work. The Department will not pay for select material that might be used by the Contractor for his own convenience instead of dewatering.

The Department will permit the use of granular material 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 its 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.

The Department will permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate as specified in Section 901 for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with a layer of Type D-4 filter fabric, as specified on Roadway and Traffic Design Standard, Index No. 199. Do not place coarse aggregate within 4 feet [1.2 m] of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

125-8.4 Requirements for Thick Lift Compaction in Granular Materials: If it is demonstrated that the required density can be obtained in thicker lifts than permitted above, the Engineer may permit placement of granular material of soil groups A-1, A-2, or A-3 in lifts up to a maximum of 3 foot [0.9 m] compacted thickness. In such cases, furnish equipment and labor to excavate and backfill test pits to be dug for the performance of density tests.

Use of thick lift compaction procedures will not be allowed for backfilling the soil envelope of pipe

culverts and storm sewers.

125-9 Replacing Pavement.

Where existing pavement, curb, curb and gutter, sidewalk or valley gutter is removed only for the purpose of constructing or removing box culverts, pipe culverts, storm sewers, inlets, manholes, etc., replace or restore those items to the Engineer's satisfaction, without direct compensation.

125-10 Cleaning Up.

Upon completion of the work, leave the structure and all adjacent areas in a neat and presentable condition, clear up all temporary structures, rubbish and surplus material and leave the space under the structure unobstructed and in such shape that drift will not collect nor scour be induced. Pile all material from existing structures that have been removed neatly on the bank, unless otherwise directed by the Engineer. Pull falsework piling unless the Engineer permits it to cut or broken off, in which case it will be cut or broken off at least 2 feet [0.6 m] below the ground line or stream bed.

125-11 Method of Measurement.

When direct payment for Excavation for Structures is provided in the proposal, and such payment is on a unit basis, such excavation will be measured in its original position by the cross-section method to determine the amount of material. The cubic yard [cubic meter] volume of excavation used as a basis of payment will then be that material actually removed below the original ground line or stream bed, but not including that shown on the plans to be paid for either as Regular Excavation, Subsoil Excavation, Lateral Ditch Excavation or Channel Excavation, or which is included in the item for Grading, and except that no payment will be made for material removed in excavating for footings or foundations outside of an area which is bounded by vertical planes 12 inches [300 mm] outside of the limits of the footing and parallel thereto. For pipe trenches the width used to be in the calculation shall be the diameter of the pipe, plus 24 inches [600 mm].

125-12 Basis of Payment.

125-12.1 When No Direct Payment Provided: When direct payment for Excavation for Structures is not provided for in the proposal, all work specified in this Section, other than as specified in 125-12.3 through 125-12.7, shall be included in the Contract price for the concrete or for other items covering the applicable structure.

125-12.2 Direct Payment: When direct payment for work under this Section is provided, the Contract price per cubic yard [cubic meter] (measured as provided in 125-11), as shown in the proposal, shall be full compensation for all the work specified in this Section, except such work as is specifically stipulated to be paid for separately, in 125-12.3 through 125-12.7.

125-12.3 Excavation Below Plan Grade: When excavation of material below plan grade is called for in the plans or authorized by the Engineer, and payment for Excavation for Structures is on a cubic yard [cubic meter] basis, the material excavated below plan grade will be included in the measurement for this item.

Payment for the material used for the backfill will be made as specified in 125-12.7.

125-12.4 Strengthening Foundations: The work of strengthening the foundations (as provided in 125-4.2) shall be paid for as provided in 4-4, unless such work is covered by a bid item.

125-12.5 Backfilling for Additional Support: The work of providing additional support by backfilling with sand or other satisfactory material, where called for by the Engineer (as specified in 125-8), shall be paid for as provided in 4-4.

125-12.6 Removal and Replacement of Existing Pavement: For pavement, curb, etc., which is removed only in order to construct pipe culverts or storm sewers, as specified in 125-9, all costs of such removal and replacement shall be included in the costs of the pipe or other structure for which it is removed, unless otherwise provided for in the contract.

125-12.7 Removal and Replacement of Material Unsuitable for Backfill: When it cannot reasonably be anticipated from information contained in the plans, that material excavated for the structure will be unsuitable for use as backfill, and such material proves to be unsuitable for this use, the work of disposing of such material away from the site will be paid for as unforeseeable work, and the work of bringing in substitute material for the backfill will be paid for as specified for the particular case shown below:

(a) No additional payment will be made for backfill materials obtained from surplus material available from the normal excavation or grading operations.

(b) When the necessary material is not available from the normal excavation or grading operations, and the Contract includes an item for Borrow Excavation, backfill material authorized to be obtained from designated borrow areas will be included in the volume of Borrow Excavation to be paid for.

(c) When the necessary material is not available from the normal excavation or grading operations and no separate item for Borrow Excavation is included in the Contract, any backfill material obtained by increasing the volume of excavation within the roadway right of way will be measured and paid for as regular excavation subject to the provisions of 9-3.2.2.

(d) When authorization is given for obtaining the material from outside the right of way and from other than designated borrow areas, such excavation will be paid for as unforeseeable work.

(e) Where pipe bedding is provided, as specified in 125-8, by the use of select granular material, the quantity of such select material obtained either as commercial material or from material from the grading operations other than in the immediate vicinity of the pipe to be bedded, as authorized by the Engineer, will be paid for at the Contract price per cubic yard [cubic meter] for Select Bedding Material. No payment for this material will be made for material available from the excavation for the pipe culvert or from other material available from the grading operations at a location not sufficiently remote as to require loading on trucks.

125-12.8 Pay Items: Payment for the work under this Section, when provided for directly, shall be made under:

Item No. 125- 1- Excavation for Structures - per cubic yard.

Item No. 2125- 1- Excavation for Structures - per cubic meter.

Item No. 125- 3- Select Bedding Material - per cubic yard.

Item No. 2125- 3- Select Bedding Material - per cubic meter.

STABILIZING (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). (REV 01-00) (1-13)

SECTION 160 STABILIZING

160-1 Description.

Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade, having the required bearing value specified in the plans. When specified in the plans, provide additional strengthening of the subbase by additional stabilizing of the upper portion of the previously stabilized subgrade, within the limits specified.

160-2 Stabilized Subgrade.

For stabilized subgrade, the Contractor may choose the type of material, Commercial or Local.

When the stabilizing is designated as Type B, the Engineer will determine compliance with the bearing value requirements by the Limerock Bearing Ratio (LBR) Method. If approved by the Engineer and only for materials requiring an LBR value of 40, the Engineer may omit Sections 6.0 and 6.1 of Florida Method of Test for Limerock Bearing Ratio (FM 5-515) and perform an Unsoaked LBR Test. The Engineer or the Contractor may request to use this method. If the Unsoaked LBR Test results in a failing test, then the Engineer will perform a standard Soaked LBR Test. When the stabilizing is designated as Type C, the

Engineer will determine compliance by the Florida Soil Bearing Test.

The Contractor is responsible to make the finished roadbed section meet the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, the Department will make full payment for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing materials from other sources within the limits of the stabilizing.

After substantially completing the roadbed grading operations, determine the type and quantity (if any) of stabilizing material necessary for compliance with the bearing value requirements. Notify the Engineer of the approximate quantity to be added. Obtain the Engineer's approval for spreading and mixing-in of such quantity of materials to achieve uniformity and effectiveness.

The Engineer may allow, at no additional cost to the Department, the substitution of 6 inches [150 mm] of Granular Subbase meeting the requirements of Section 290, when 12 inches [300 mm] of Type B Stabilization requiring an LBR value of 40 is specified.

160-3 Stabilized Subbase.

When Stabilized Subbase is required, after the mixing operations for the stabilization of the entire subgrade limits, strengthen the upper portion of the subgrade, within the limits shown, by adding and mixing-in a loose depth of commercial stabilizing material as designated in the plans or as may be otherwise designated by the Engineer. Provide a minimum depth of spread 3 inches [75 mm] (loose measurement).

160-4 Materials.

160-4.1 Commercial and Local Materials: Meet the requirements of Section 914 for the particular type of stabilizing material to be used.

160-4.2 Use of Materials from Existing Base: When the use of materials from an existing base is required as all, or a portion, of the stabilizing additives, the Engineer will direct the location, placement, and distribution of such materials. Perform this work prior to the spreading of any additional commercial or local materials. Do not remove any section of existing base until the need for it in maintaining traffic is fulfilled.

The Engineer may direct the Contractor to use materials from an existing base in combination with either of the designated types of stabilizing.

160-5 Construction Methods.

160-5.1 General: Prior to the beginning of stabilizing operations, construct the area to be stabilized to an elevation such that, upon completion of stabilizing operations, the completed stabilized subgrade will conform to the lines, grades, and cross-section shown in the plans. Prior to spreading any additive stabilizing material, bring the surface of the roadbed to a plane approximately parallel to the plane of the proposed finished surface.

The Contractor may process the subgrade to be stabilized in one course, unless the equipment and methods being used do not provide the required uniformity, particle size limitation, compaction, and other desired results, in which case, the Engineer will direct that the processing be done in more than one course.

160-5.2 Application of Stabilizing Material: When additive stabilizing materials are required, spread the designated quantity uniformly over the area to be stabilized.

When materials from an existing base are to be used in the stabilizing at a particular location, place and spread all of such materials prior to the addition of other stabilizing additives.

Spread commercial stabilizing material by the use of mechanical material spreaders, except that where use of such equipment is not practicable, use other means of spreading, but only upon written approval of the proposed alternate method.

160-5.3 Mixing: Perform mixing using rotary tillers or other equipment meeting the approval of the Engineer. The Contractor may mix the materials in a plant of an approved type suitable for this work. Thoroughly mix the area to be stabilized throughout the entire depth and width of the stabilizing limits.

Perform the mixing operations, as specified, (either in place or in a plant) regardless of whether the existing soil, or any select soils placed within the limits of the stabilized sections, have the required bearing value without the addition of stabilizing materials.

As an exception to the above mixing requirements, where the subgrade is of rock, the Engineer may waive the mixing operations (and the work of stabilizing), and the Department will not pay for stabilization for such sections of the roadway.

160-5.4 Maximum Particle Size of Mixed Materials: At the completion of the mixing, ensure that the gradation of the material within the limits of the area being stabilized is such that 97% will pass a 3/4 inch [90 mm] sieve and that the material does not have a plasticity index greater than eight or liquid limit greater than 30. Note that clay balls or lumps of clay size particles (2 microns or less) [(2 μm or less)] and therefore cannot be considered as individual particle sizes. Remove any materials not meeting the plasticity requirements from the stabilized area. The Contractor may break down or remove from the stabilized area materials not meeting the gradation requirements.

160-5.5 Compaction: Except where a stabilized subbase is also to be constructed (as specified in 160-6), after completing the mixing operations and satisfying the requirements for bearing value, uniformity, and particle size, compact the stabilized area in accordance with 160-8. Compact the materials at a moisture content permitting the specified compaction. If the moisture content of the material is improper for attaining the specified density, either add water or allow the material to dry until reaching the proper moisture content for the specified compaction.

160-5.6 Finish Grading: Shape the completed stabilized subgrade to conform with the finished lines, grades, and cross-section indicated in the plans. Check the subgrade using elevation stakes or other means approved by the Engineer.

160-5.7 Requirements for Condition of Completed Subgrade: After completing the stabilizing and compacting operations, ensure that the subgrade is firm and substantially unyielding to the extent that it will support construction equipment and will have the bearing value required by the plans.

Remove all soft and yielding material, and any other portions of the subgrade which will not compact readily, and replace it with suitable material so that the whole subgrade is brought to line and grade, with proper allowance for subsequent compaction.

160-5.8 Maintenance of Completed Subgrade: After completing the subgrade as specified above, maintain it free from ruts, depressions, and any damage resulting from the hauling or handling of materials, equipment, tools, etc. The Contractor is responsible for maintaining the required density until the subsequent base or pavement is in place including any repairs, replacement, etc., of curb and gutter, sidewalk, etc., which might become necessary in order to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade. Perform any such recompactation at no expense to the Department. Construct and maintain ditches and drains along the completed subgrade section.

160-6 Stabilized Subbase (Additional Strengthening of Upper Portion).

When a stabilized subbase is to be constructed in conjunction with the stabilization operations, after the mixing of the stabilization area as specified in 160-5.3, and determination that the bearing value requirements specified in 160-7 have been met, shape the area over which the stabilized subbase is to be constructed as provided in 160-5.1, and compact it sufficiently to provide a firm surface for the operations to follow. Spread the amount of commercial stabilizing material specified in 160-3 for this operation, in accordance with 160-5.2, and mix it to the depth indicated in the plans, in accordance with 160-5.3. Allow a tolerance of 1 inch [25 mm] in excess of the plan depth in this mixing. The Engineer will not perform any additional tests for bearing value after the mixing of materials for the Stabilized Subbase.

Compact and finish grading, as specified in 160-5.5 and 160-5.6, and meet the provisions of 160-5.4, 160-5.7, and 160-5.8 for this work.

When commercial materials are used as the stabilizing additives for the initial subgrade stabilization, the Engineer may eliminate the work of Stabilized Subbase, either entirely or in designated sections of the

overall limits for this work as may be specified in the plans.

160-7 Bearing Value Requirements.

160-7.1 General: The Engineer will obtain and test bearing value samples at completion of satisfactory mixing of the stabilized area. For any area where the bearing value obtained is deficient from the value indicated in the plans, in excess of the tolerances established herein, spread and mix additional stabilizing material in accordance with 160-5.3. Perform this reprocessing for the full width of the roadway being stabilized and longitudinally for a distance of 50 feet [15 m] beyond the limits of the area in which the bearing value is deficient.

The Contractor shall make his own determination of the quantity of additional stabilizing material to be used in reprocessing.

160-7.2 Tolerances in Bearing Value Requirements: Use the following undertolerances from the specified bearing value, as based on tests performed on samples obtained after completing mixing operations:

| Specified Bearing Value | Undertolerance |
|----------------------------|----------------|
| LBR 40 | 5.0 |
| LBR 35 | 4.0 |
| LBR 30 (and under) | 2.5 |
| All Florida Bearing Values | 5.0 |

The following unsoaked bearing value requirement is based on tests performed on samples obtained after completing mixing operations:

| Specified Bearing Value | Unsoaked Bearing Value Required | Undertolerance |
|-------------------------|---------------------------------|----------------|
| LBR 40 | LBR 43 | 0.0 |

160-8 Density Requirements.

160-8.1 General: Within the entire limits of the width and depth of the areas to be stabilized, other than as provided in 160-8.2, obtain a minimum density at any location of 98% of the maximum density as determined by AASHTO T 180. When bearing value determinations are made by the Florida Soil Bearing Test, the Engineer will use Test Method C of AASHTO T 180, and, when bearing value determinations are made by the Limerock Bearing Ratio Method, the Engineer will use Test Method D of AASHTO T 180 (as modified by the Department's Research Bulletin 22-B, Revised April, 1972).

160-8.2 Exceptions to Density Requirements: The Contractor need not obtain the minimum density specified in 160-8.1 if within the following limits:

(a) The width and depth of areas which are to be subsequently incorporated into a base course under the same contract.

(b) The upper 6 inches [150 mm] of areas to be grassed under the same contract.

Compact these areas to a reasonably firm condition as directed by the Engineer.

160-9 Method of Measurement.

160-9.1 Type B Stabilization and Type C Stabilization: The quantity to be paid for will be the plan quantity, in square yards [square meters], completed and accepted.

160-9.2 Stabilized Subbase: The quantity to be paid for will be the area, in square yards [square meters], completed and accepted.

160-9.3 Commercial Stabilizing Material: The quantity to be paid for separately will be determined by measurement, loose volumes, in truck bodies, at the point of unloading.

160-10 Basis of Payment.

160-10.1 Type B Stabilization and Type C Stabilization: Price and payment will constitute full compensation for all work specified in this Section applicable to these types of Stabilization, including furnishing and spreading of all stabilizing material required and any reprocessing of stabilization areas necessary to attain the specified bearing value.

160-10.2 Stabilized Subbase: Price and payment will constitute full compensation for the work of incorporating the additional commercial stabilizing material into the designated subbase area.

160-10.3 Commercial Stabilizing Material: Price and payment will be full compensation for furnishing and spreading commercial stabilizing material.

No separate payment will be made for any commercial stabilizing material which the Contractor may elect to use in Type B or Type C Stabilization.

No separate payment will be made for the work of using materials from an existing base, in the stabilizing section.

160-10.4 General: The above prices and payments will constitute full compensation for all work and materials specified in this Section, specifically including all costs of the processing and incorporation of existing base materials into the proposed stabilization area when such work is required by the plans.

If the item of Borrow Excavation is included in the Contract, any stabilizing materials obtained from designated borrow areas will be included in the pay quantity for Borrow Excavation.

160-10.5 Payment Items: Payment will be made under:

- Item No. 160- 3- Commercial Stabilizing Material - per cubic yard.
- Item No. 2160- 3- Commercial Stabilizing Material - per cubic meter.
- Item No. 160- 4- Type B Stabilization - per square yard.
- Item No. 2160- 4- Type B Stabilization - per square meter.
- Item No. 160- 5- Type C Stabilization - per square yard.
- Item No. 2160- 5- Type C Stabilization - per square meter.
- Item No. 160- 6- Stabilized Subbase - per square yard.
- Item No. 2160- 6- Stabilized Subbase - per square meter.

STABILIZED SUBBASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 01-00) (1-13)

SECTION 180 STABILIZED SUBBASE

180-1 Description.

Construct a Stabilized Subbase composed of roadbed soil stabilized with commercial stabilizing material.

180-2 Stabilizing Material.

Use commercial stabilizing material meeting the requirements of 914-3.1 for roadbed construction, as amended herein.

180-3 Preparation of Roadbed and Rate of Spread for Stabilizing Material.

Before beginning stabilizing operations, complete the area to be stabilized to a grade and typical cross-section parallel to the finished elevation of the stabilized subbase. Dispose of surplus excavated materials resulting from this work as set forth in 120-5.

As an exception to the above, if the typical section does not include curb and gutter construction, the Engineer will authorize raising the finished stabilized subbase elevation to allow for excess bulking caused by adding commercial stabilizing material. Raise the overlying base and pavement course a corresponding distance. The pay quantity for Embankment will not be adjusted when the finished elevation of the completed roadway is raised in accordance with the above.

When the commercial stabilizing material to be used is known, the Engineer will determine the rate of spread from laboratory tests of blends of roadway material sampled after roadbed grading operations are completed to the approximate elevation of the finished subbase over a substantial section of the project. The Engineer will verify the rate of spread as to field performance using test sections described below.

Approximately 30 days before beginning stabilized subbase operations, construct a trial section approximately 1,000 feet [300 m] in length using the commercial stabilizing material selected for project use. The Engineer will designate the rate of spread of commercial stabilizing material for the trial section. The rate within the trial section may vary to provide up to four subsections. During the 30 day period, the Engineer will evaluate the test section based on appropriate sampling, testing and observation of the subbase's capability to remain firm and unyielding when subjected to construction equipment loading.

If soil characteristics in the upper portion of the roadway vary significantly between project sections or if the commercial stabilizing material is from more than one source, the Engineer will require construction of additional trial sections.

Schedule operations to allow time for evaluation of the trial section.

180-4 Incorporation of Stabilizing Material and Mixing-In.

180-4.1 Spreading and Mixing: Place the stabilizing material on areas to be stabilized and spread uniformly to the loose depth shown in the plans or ordered by the Engineer. Use mechanical material spreaders, unless the Engineer approves other means of controlling the spread. Mix the stabilizing material thoroughly with the soil using rotary tillers or other approved equipment capable of achieving a satisfactory blend. Mix as soon as practicable but no later than one week after placing the stabilizing material. Thoroughly mix the area throughout the entire depth and width of the stabilized subbase.

180-4.2 Maximum Particle Size of Mixed Materials: After mixing, all material particles within the stabilized subbase limits shall pass a 3 1/2 inch [90 mm] sieve. Remove particles not meeting this requirement or break them down to meet this requirement.

180-4.3 Plant Mixing: Provided that a uniform mixture containing the proper amount of water is achieved, a central plant mix method may be used for soil mixing instead of mixing in place.

180-4.4 Depth of Mixing Stabilizing Material: Mix the stabilizing material to the nominal depth shown in the plans. The following tolerances over or under the specified depth will be allowed:

| Plan Depth | Tolerance |
|---------------------------|------------------|
| 8 inches [200 mm] or less | 1 inch [25 mm] |
| Over 8 inches [200 mm] | 2 inches [50 mm] |

If the measured mixing depth is less than the minimum specified above, remix the stabilized subbase until the stabilizing material is distributed throughout the subbase course to the required depth.

Where the measured mixing depth exceeds the maximum specified, add 1 inch [25 mm] of stabilizing material (loose measure) for each 1 inch [25 mm] exceeding the allowable depth (but in no case less than 1 inch [25 mm] of material) in the top 6 inches [150 mm] of the subbase. Work or materials to correct the above deficiency will be at no expense to the Department.

The Engineer may waive the above remixing requirements or adding stabilizing material and remixing for Stabilized Subbase that serves solely as a working platform for concrete paving equipment, if the original subbase is firm and substantially unyielding.

180-5 Compaction.

Shape and compact the subbase after the mixing operations are complete. The minimum density acceptable is 98% of the maximum density determined by AASHTO T 180. Use Test Method D of AASHTO T 180 (as modified by the Department's Research Bulletin 22-B, Revised April, 1972). The specified density is not required in the upper 6 inches [150 mm] of areas to be grassed.

The Engineer may waive the density requirement for Stabilized Subbase that serves solely as a working platform for concrete paving equipment, if the subbase as compacted is firm and substantially unyielding.

Compact the materials at a moisture content to allow the specified density be attained. Add water or allow the material to dry to achieve the proper moisture content for adequate compaction.

180-6 Finish Grading.

180-6.1 General: Shape the completed stabilized subbase to conform with the finished lines, grades and cross section indicated in the plans. Check the subbase by using elevation stakes, or other means approved by the Engineer.

Do not dispose of surplus excavated materials on shoulders to be grassed or sodded.

180-6.2 Working Platforms for Econocrete Base on Through Lanes: Immediately prior to placing of roadway Econocrete Base, trim the subbase with an automatically controlled subgrade trimming machine, as specified in 350-3.2, to a tolerance of 1/8 inch [3 mm] above or below true grade as established by the taut line set for vertical control of the machine. Trim across the entire width to be paved in each pass of the paving train (including the area on which

the slipform paver tracks will operate) in a single pass. The Engineer will check the area of the subbase where the slipform paver tracks will operate for proper elevation by measuring from a stringline stretched across the taut lines placed for vertical control of the subgrade trimming machine. Provide labor necessary to assist in taking such measurements.

180-7 Requirements for Condition of Completed Subbase.

After the stabilizing and compacting operations, ensure that the subbase is firm and substantially unyielding to support construction equipment.

Remove and replace with a suitable material, all soft and yielding material, and any other portions of the subbase that will not compact readily. Bring the whole subbase to line and grade, with proper allowance for subsequent compaction.

180-8 Maintenance of Completed Subbase.

Maintain the completed subbase free from ruts, depressions and any damage resulting from the hauling or handling of materials, equipment, tools, etc. Maintain the required density until the subsequent base is in place. Recomaction will be at no expense to the Department.

180-9 Method of Measurement.

The quantity to be paid for will (1) be plan quantity, in square yards [square meters] of stabilized subbase, completed and accepted, and (2) the volume in cubic yards [cubic meters] of commercial stabilizing material, applied on the road and accepted.

The quantity of Commercial Stabilizing Material will be determined by measurement in a loose condition, leveled in truck bodies at the placement location.

180-10 Basis of Payment.

Prices and payments will be full compensation for all the work in this Section including furnishing, hauling, placing and spreading all stabilizing material, and mixing, compacting, finishing and maintaining the subbase. The costs of necessary excavation below the finished grade of the subbase to place the stabilizing material, and the disposal of all surplus excavation, will also be included.

No additional compensation will be made for any of the work or material required to correct over or under depth mixing as specified in 180-4.4.

Payment shall be made under:

- | | |
|--------------------|--|
| Item No. 180- 70- | Stabilized Subbase (12 inches) - per square yard. |
| Item No. 2180- 70- | Stabilized Subbase (300 mm) - per square meter. |
| Item No. 180- 71- | Commercial Stabilizing Material (Special) - per cubic yard. |
| Item No. 2180- 71- | Commercial Stabilizing Material (Special) - per cubic meter. |

SCOPE OF WORK – INTENT OF CONTRACT.

(REV 10-25-21) (FA 1-26-22) (7-22)

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of Place description here.

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**