



Board of County Commissioners • Escambia County, Florida

PUBLIC WORKS DEPARTMENT Engineering Division

Escambia County Technical Specifications

GENERAL EXCEPTIONS*: Any reference to *FDOT Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

Work shall comply with requirements of *FDOT Standard Specifications for Road and Bridge Construction*, latest edition, as modified herein.

**Note: The General Exception above does not apply when utilizing Federal Highway Administration (FHWA) funding.*

A handwritten signature in blue ink that reads "Joy D. Blackmon".

County Engineer
Joy D. Blackmon, P.E.

Effective Date: February 01, 2015
Revised : July 1, 2020

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SECTION 01000 – DEFINITIONS AND TERMS

PART 1 - GENERAL

These Specifications are written to the bidder, prior to award of the Contract, and to the Contractor.

Any reference to Florida Department of Transportation *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I, General Requirements and Covenants* shall be excluded and not applicable to any specification referred to, or otherwise listed, in this document.

1.1 ABBREVIATIONS AND ACRONYMS

The following abbreviations and acronyms, when used in the Contract Documents, represent the full text shown.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADS	Advanced Drainage Systems
AISI	American Iron and Steel Institute
ARB	Asphalt Rubber Binder
ARMI	Asphalt Rubber Membrane Interlayer
ASTM	American Society for Testing and Materials
CEI	Construction Engineering Inspections
CRSI	Concrete Reinforcing Steel Institute
CTQP	Construction Testing Qualification Program
ECUA	Escambia County Utilities Authority
EOR	Engineer of Record
ERC	Engineered Crumb Rubber
FAC	Florida Administrative Code
FDACS	Florida Department of Agriculture and Consumer Services
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FM	Florida Method
HMAC	Hot-Mix Asphaltic Concrete
LBR	Limerock Bearing Ratio
MOT	Maintenance of Traffic
MUTCD	Manual on Uniform Traffic Control Devices
NCHRP	National Cooperative Highway Research Program
NPDES	National Pollutant Discharge Elimination System
NS	Non-Structural
OSHA	Occupational Safety and Health Administration
PE	Professional Engineer
PG	Performance Grade
PVC	Polyvinyl Chloride
QA	Quality Assurance

QC	Quality Control
RAP	Reclaimed Asphalt Pavement
RCA	Recycled Concrete Aggregate
SHS	Standard Highway Signs
SP	Superpave
USDA	United States Department of Agriculture
USDOT	U.S. Department of Transportation
VFA	Voids Filled with Asphalt
VMA	Voids in Mineral Aggregate

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, designates a specification, test method, or other code or recommendation of the authority or organization shown.

Use standards, specifications, test methods, or other codes as specified in the current edition at the time of the bid opening.

1.2 DEFINITIONS

The following terms, when used in the Contract Documents, have the meaning described:

Advertisement -

The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as "Notice to Contractors," or "Notice to Bidders."

Bidder -

An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge -

A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day -

Every day shown on the calendar, ending and beginning at midnight.

Contract -

The term "Contract" means the entire and integrated agreement between the parties there under and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the County and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

Contract Documents -

The term "Contract Documents" includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by

Nonresident Contractors, Non-collusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, plans (including revisions thereto issued during construction), Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Contract Bond -

The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

Contract Letting -

The date that the County opened the bid proposals.

Contract Time -

The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

Contractor -

The individual, firm, joint venture, or company contracting with the County to perform the work.

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. 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 of 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 prequalified 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.

Controlling Work Items -

The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

County -
Escambia County Florida

Culverts -
Any structure not classified as a bridge that provides an opening under the roadway.

Delay -
Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include "extra work".

Department -
Florida Department of Transportation.
Department of Transportation -
Florida Department of Transportation.

Developmental Specification -
See definition for Specifications.

Engineer -
The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be County in-house staff, or a consultant retained by the County

Engineer of Record -
The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be County in-house staff, or a consultant retained by the County.

The Contractor shall not employ the Engineer of Record as the Contractor's Engineer of Record or as a Specialty Engineer.

Equipment -
The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work -
Any "work" which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".

Highway, Street, or Road -

A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays -

Days designated by the Board of County Commissioners as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day.

Inspector -

An authorized representative of the County assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

Laboratory -

The testing laboratory used by the Contractor.

Major Item of Work -

Any item of work having an original Contract value in excess of 5% of the original Contract amount.

Materials -

Any substances to be incorporated in the work under the Contract.

Median -

The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans -

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

Proposal (Bid, Bid Proposal) -

The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form -

The official form or the expedite program generated bid item sheets on which the County requires formal bids to be prepared and submitted for the work.

Proposal Guaranty -

The security furnished by the bidder as guaranty that the bidder will enter the Contract for the work if the County accepts the proposal.

Right-of-Way -

The land that the County has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the County.

Roadbed -

The portion of the roadway occupied by the subgrade and shoulders.

Roadway -

The portion of a highway within the limits of construction.

Section -

A numbered prime division of these Specifications.

Special Provisions -

See definition for Specifications.

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 such as but not limited to pot bearing designs, nonstandard expansion joints, MSE wall designs and other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural". The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. 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.

Specifications -

The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

Developmental Specification -

A specification developed around a new process, procedure, or material.

Special Provisions -

Specific clauses adopted by the Department that add to or revise the Standard Specifications or Supplemental Specifications, setting forth conditions varying from or additional to the Standard Specifications applicable to a specific project.

Standard Specifications -

Florida Department of Transportation "*Standard Specifications for Road and Bridge Construction*" a bound book, applicable to all construction contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the

quantities and qualities of materials and labor.

Supplemental Specifications -

Approved additions and revisions to the Standard Specifications, applicable to all construction contracts.

Technical Special Provisions -

Specifications, of a technical nature, prepared, signed, and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Contract as an attachment to the Contract Documents.

Technical Specifications -

Escambia County Florida "*General Paving and Drainage Technical Specifications*" developed for all construction contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantity and quality of materials and labor.

State -

State of Florida.

Sub-article -

A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade -

The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure -

That part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent -

The Contractor's authorized representative in responsible charge of the work.

Superstructure -

The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Agreement -

A written agreement between the Contractor and the County, and signed by the surety, modifying the Contract within the limitations set forth in these Specifications.

Supplemental Specifications -

See definition for Specifications.

Surety -

The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions -

See definition for Specifications.

Technical Specifications -

See definition for Specifications.

Traveled Way -

The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unilateral Payment -

A payment of money made to the Contractor by the Department pursuant to Section 337.11(12), Florida Statutes (2009), for sums the Department determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Department for payment of any additional sums the Contractor claims are due for the work.

Work -

All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Work Order -

A written agreement between the Contractor and the County modifying the Contract within the limitations set forth in these Specifications. Funds for this agreement are drawn against the Initial Contingency Pay Item or a Contingency Supplemental Agreement.

Working Day -

Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

END OF SECTION 01000

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and General and Supplemental Provisions of the Contract apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including, but not limited to the following:

1. Submittal Procedures
2. Contractor's Construction Schedule
3. Daily Construction Reports
4. Shop Drawings
5. Product Data
6. Samples
7. Quality Assurance Submittals
8. Licenses
9. Pictures, Video of Pre-Construction Conditions

B. Administrative Submittals: Refer to other Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits
2. Applications for Payment
3. Performance and Payment Bonds
4. Insurance Certificates
5. List of Subcontractors
6. Licenses

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, inspections, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need

to review submittals concurrently for coordination. The County reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay construction as a result of the time required to process submittals, allow enough time for submittal review, including time for re-submittals. Allow 2 weeks for initial review. Allow additional time if the County must delay processing to permit coordination with subsequent submittals.

- a. If an intermediate submittal is necessary, process the same as the initial submittal.
- b. Allow 2 weeks for reprocessing each submittal.
- c. No extension of Contract Time will be authorized because of failure to transmit submittals to the County sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
2. Include the following information on the label for processing and recording action taken.
 - a. Project Name.
 - b. Date.
 - c. Name and Address of the Engineer.
 - d. Name and Address of the Contractor.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Four copies of each submittal (three hard copy and one digital) shall be transmitted. Transmit each submittal from the Contractor to the County, (copy Engineer) using a transmittal form. The County will not accept submittals received from sources other than the Contractor. Submittals must be approved by Contractor prior to review by County. On the transmittal, record relevant information and requests for data. On the form or on a separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that the information complies with Contract Document requirements on each submittal.

1.4 CONSTRUCTION SCHEDULE/DOCUMENTATION

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 10 days of the issuance of

the Notice to Proceed. The contractor shall submit an updated schedule at least once per month, showing any schedule changes. This may be requested up to three times per month by the County. Include dates of shop drawing submittals.

- B. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.
- C. Pre-Construction Site Conditions Photos/Video: Contractor shall submit a DVD of photos and video of the site conditions prior to the performance of any work.
- D. Licenses: All required licenses to perform work shall be submitted prior to the commencement of construction.

1.5 DAILY CONSTRUCTION REPORTS

Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the County at weekly intervals including, but not limited to:

1. Work performed.
2. Approximate count of personnel at the site.
3. Count and type of major equipment at the site.
4. High and low temperatures, general weather conditions, including daily rainfall amount from gauge installed on site jointly recorded by contractor and county representative.
5. Accidents and unusual events.
6. Meetings and significant decisions.
7. Stoppages, delays, shortages, and losses.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Material Expenditures.

1.6 SHOP DRAWINGS

- A. Submit shop drawings for structures to be approved by the EOR.
- B. Shop Drawings – Including, but not limited to the following information:
 1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with specified standards.

1.7 PRODUCT DATA

Product Data - Include the following information:

1. Manufacturer's printed recommendations.
2. Compliance with trade association standards.
3. Compliance with recognized testing agency standards.
4. Application of testing agency labels and seals.

1.8 SAMPLES

Submit samples as specified in the technical specifications.

1.9 QUALITY CONTROL (QC) / QUALITY ASSURANCE (QA) SUBMITTALS

- A. Submit the QC Plan to the County for approval within 21 calendar days after the Notice to Proceed. The County will review the QC Plan and respond to the Contractor within 21 calendar days of receipt.

If at any time the Contractor is not in compliance with the approved QC Plan, or a part thereof, affected portions of the plan will be disapproved. The contractor shall cease work in the affected operation(s) and submit a revision to the County. If the QC Plan, or a part thereof, must be revised, submit the revision to the County. The County will review the revision and respond within seven calendar days of receipt.

Continue to work on operations that are still in compliance with the approved sections of the QC Plan.

- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit to the County a certification from the manufacturer stating compliance with specified requirements.
- C. Inspection and Test Reports: Requirements for specific testing are included in the technical specifications.
1. Submit to the County: Two (2) copies (one hard copy and one digital) of the inspection and test reports from a qualified, independent, geotechnical engineering testing agency, under the direction of a P.E., licensed in the State of Florida.
 2. All testing required by these specifications shall be at the contractors' expense.
 3. No additional work within/upon the tested area shall proceed until submitted test results confirm compliance with specification requirements.
 4. Areas where submitted test results indicate non-compliance shall be removed, replaced, and retested. Extents of area out of compliance shall be determined by testing at 25' increments, in each direction within

the construction area, until passing results are achieved.

5. Variations from testing requirements and frequency of testing may be authorized by the County and will be documented in writing.

1.10 ENGINEER'S ACTION

Except for submittals for the record or information, where action and return are required, the County will review each submittal, mark to indicate action taken, return to contractor within the timeframe allotted herein. Compliance with specified characteristics is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 02230 - CLEARING & GRUBBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions shall apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Latest Edition*, Section 110
- C. Emerald Coast Utility Authority (ECUA) *Engineering Manual, Latest Edition*.

1.2 SUMMARY

- A. This Section includes, but is not limited to, the following:
 - 1. Protection of existing trees indicated to remain.
 - 2. Removal of trees and other vegetation.
 - 3. Clearing and grubbing.
 - 4. Removing above-grade improvements.
 - 5. Removing below-grade improvements.
- B. Extent of clearing & grubbing shall remain in County Rights-of-Way, easements (temporary or permanent), or approved written work agreement areas, unless otherwise noted or instructed.

1.3 PROJECT CONDITIONS

Provide protection for all public land corners and monuments within the limits of construction. Any Monuments disturbed while performing the work will be replaced at the contractor's expense.

PART 2 - PRODUCTS (Not Applicable) PART 3 - EXECUTION

3.1 SITE CLEARING

- A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.

Carefully and cleanly cut minor roots and branches of trees indicated to remain in a manner where such roots and branches obstruct installation of new construction.

- B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation,

except for those indicated to remain.

1. Completely remove all stumps within the roadway. Remove roots and other debris to a depth of 12" below the ground surface or finished grade, whichever is lower.
 2. Use only hand methods for grubbing inside drip line of trees Indicated to remain.
 3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated in accordance with Section 2300.
- C. Removal of Improvements: Remove existing above grade and below grade improvements as indicated and as necessary to facilitate new construction, and other work as indicated.

3.2 DISPOSAL OF WASTE MATERIALS

- A. Burning: Burning is not permitted on County property. Requests to burn will be considered on a case by case basis. If approved, Contractor is to acquire permits and provide copies to the County.
- B. Removal from County Property: Remove waste materials and unsuitable or excess topsoil from County property and dispose of offsite in a legal manner.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Lump Sum Payment: When direct payment is provided in the Contract for the quantity to be paid for as the lump sum quantity cleared and grubbed, no additional measurements will be made.
- B. Payment By The Acre/Square Yard: For areas of Clearing and Grubbing that are designated to be paid for separately by the acre or square yard, the quantity to be paid for will be determined by measurement of the areas shown on the plans or authorized by the County to be cleared and grubbed, and acceptably completed.

4.2 BASIS OF PAYMENT

- A. General: Price and payment will be full compensation for all Clearing and Grubbing required for the roadway right-of-way and for lateral ditches, channel changes, or other outfall areas, and any other Clearing and Grubbing indicated, or required for the construction of the entire project, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the contract. Price and payment, either lump sum

or by the acre/square yard will be full compensation for all the work specified in this Section, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein.

- B. Lump Sum Payment: Payment shall be made at the lump sum contract price for Clearing and Grubbing, lump sum.
- C. Payment: Payment shall be made at the per unit contract price for Clearing and Grubbing, per acre or square yard.

END OF SECTION 02300

SECTION 02300 – EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Latest Edition*, Sections 120, 160, and 902

1.2 SUMMARY

- A. This Section includes preparing and grading for pavement, curb, subgrades, drainage features, and general site work.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Section 2230 "Clearing & Grubbing" for clearing, grubbing, and tree protection.
 - 2. Section 2600 "Stormwater System" for installation of stormwater systems.

1.3 DEFINITIONS

- A. Base Course: The layer placed immediately beneath the surface pavement in a paving system.
- B. Borrow: Soil material obtained off-site when enough approved soil material is not available from on-site excavations.
- C. Embankment (Fill): Compacted fill material needed to construct the roadway. This typically excludes the base and pavement portions of the roadway and shoulders, unless the EOR specifies for them to be incorporated into the fill material.
- D. Excavation (Regular): The removal of material encountered to subgrade elevations necessary for the construction of the roadway, ditches, ponds, channels, or sidewalks.
- E. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, base, drainage fill, or topsoil materials.
- F. Subbase Course: The layer placed between the subgrade and base course in a paving system.

- G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- H. Topsoil: Topsoil is defined as the surface layer of soil found normally to a depth of at least 4 to 8 inches that typically contains organic materials. Satisfactory topsoil is reasonably free of roots, clay lumps, stones, other objects over 2 inches in diameter, and any other objectionable or deleterious material.
- I. Unauthorized Excavation: Removing materials beyond indicated subgrade elevations or dimensions without direction by the County. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.
- J. Unsuitable Material: Removal and disposal of any material such as muck, wood, rock, peat, garbage, non-compactable soils in dry condition, and any other material that is considered by the County Engineer to be unsuitable.
- K. Utilities: On-site above ground utilities, overhead utilities and underground utilities including pipes, conduits, ducts, and cables, as well as related appurtenances and underground services within building lines.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Section 1300, "Submittals."
- B. Product Data and Samples of the following:
 - 1. 1-lb representative samples of each proposed fill and backfill soil material from borrow sources as selected by the County.
 - 2. 12-by-12-inch sample of filter fabric.
 - 3. Representative samples of the proposed base and sub-base materials.
- C. Test Reports: In addition to test reports required under field quality control, submit the original directly to the County from the testing services, with a copy to the Contractor:
 - 1. Laboratory analysis as specified in 1.1 (Related Documents) of each soil material proposed for fill and backfill from borrow sources.
 - 2. One optimum moisture-maximum density curve for each soil material.
 - 3. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.5 QUALITY CONTROL / QUALITY ASSURANCE

- A. Codes and Standards: Perform earthwork complying with all requirements of authorities having jurisdiction.
- B. Testing and Inspection Service: A qualified independent geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida to classify, perform soil tests, and provide inspection services for quality control. All proposed borrow soils will require the testing agency to verify that soils comply with specified requirements and to perform required field and laboratory testing. Contractor shall replace materials removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall reimburse for additional and re- testing.

1.6 PROJECT CONDITIONS

- A. Site Information: Data in the subsurface investigation Report, if available, is used for the basis of the design and is available to the contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The County will not be responsible for interpretations or conclusions drawn from this data by the Contractor.
- B. Existing Utilities: After location of utilities by the appropriate utility company, it is the Contractor's responsibility to protect all such utility lines, including service lines and appurtenances, and to replace at his own expense any that may be damaged by the Contractor's equipment or forces during construction of the Project.
 - 1. Provide a minimum of 48-hours' notice to the County and receive written notice to proceed before interrupting any utility.
 - 2. The contractor is responsible for contacting all utility companies to verify locations of all existing utilities, utility-related obstructions, or utility relocations that he may encounter during construction.
 - 3. Adequate provision shall be made for the flow of existing sewers, drains, and water courses encountered during construction, and structures which may be disturbed shall be satisfactorily restored by the Contractor at his expense.
- C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during the work, consult the County immediately for directions. Cooperate with the County and utility companies in keeping respective services and facilities in operation.

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

- A. General: Soils used as fill shall be clean sands, similar to existing soils, with less than 5% passing the number 200 sieve when existing subgrade conditions are considered wet, as per the County. Soils as described above with less than 15% passing the number 200 sieve and meeting the requirements of the FDOT Standard Specifications Section 902-6 may be used when existing subgrade conditions are considered dry, as per the County. The sand shall have a maximum dry density of at least 100 pounds per cubic foot, according to the Standard Proctor compaction test, AASHTO T-99, ASTM D698. Provide approved borrow soil materials from off-site when enough satisfactory soil materials are not available from on-site excavations.

If the Contractor elects to import any materials, then he will do so only with the approval of the County and at his own expense, unless separate payments for such items are called for in these specifications. Provide laboratory certification that soils meet requirements of specifications.

- B. Sub-Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or sand. The material shall be stabilized in accordance with FDOT Standard Specifications Section 160-5.4. ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve, and not more than 8 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 DEWATERING

- A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on sub-grades in work areas, and from flooding project site and surrounding area.
- B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

The Contractor shall prevent the accumulation of water in excavated areas, and shall remove, by pumping or other means, any water that accumulates in the excavation. The Contractor shall prevent the accumulation of water in both structural and trench excavations and shall remove, by well point system or by other means, water which accumulates. The Contractor shall provide, install and operate a suitable and satisfactory dewatering system, when needed to dry sub-grades or other work areas. The Contractor shall comply with the latest testing requirements as set forth by the applicable regulatory agency. At a minimum, the contractor shall test once prior to dewatering, once within the first week of dewatering, and once every thirty (30) days while dewatering.

- C. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collection or runoff areas. Do not use trench excavations as temporary drainage ditches. Discharged water shall be clean, not silt or

sediment laden, prior to discharge to untreated system and/or waters of the State.

3.2 EXCAVATION

- A. Explosives: Not permitted.
- B. Strip topsoil and significant root systems to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root systems.

3.3 STABILITY OF EXCAVATIONS

- A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.
- B. All excavation work shall conform to all applicable OSHA Publications, Latest Editions. The Contractor's method of providing protective support to prevent cave-ins shall conform to OSHA requirements. Slope excavations, shoring, and trench box usage in the field must be based on tabulated data and designed by the Contractor. The contractor is solely responsible for job site safety and shall not be compensated for required safety equipment/ devices.

3.4 EXCAVATION FOR STRUCTURES

Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot. Extend excavations enough distance from structures for placing and removing concrete formwork, maintaining a safe slope, installing services and other construction, and for inspections.

- A. Footings and Foundations: Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- B. Pile Foundations: After piles have been installed, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
- C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Appurtenances: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades. Consider Dewatering and other sections as applicable.

3.6 EXCAVATION FOR STORMWATER SYSTEMS

Excavate and compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of Section 2600. Consider Dewatering and other sections as applicable.

3.7 STORAGE OF SOIL MATERIALS

Stockpile excavated materials acceptable for backfill, fill soil, and topsoil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Stockpiles shall be placed, graded, and shaped to drain surface water and prevent erosion. Cover to prevent wind-blown dust and/or erosion. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

A. Backfill excavations promptly, but not before completing the following:

1. Acceptance of construction below finish grade including, where applicable, filter fabric installation and gravel bedding.
2. Surveying locations of underground utilities for record documents.
3. Testing, inspecting, and approval of underground utilities.
4. Removal of trash and debris from excavation.
5. Removal of temporary shoring, bracing, and sheeting unless specified to remain.

B. No backfill material shall be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, backfill operations shall not be resumed until the moisture content of the fill is as previously specified to achieve proper compaction.

3.9 FILL

A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Plow strip or break up sloped surfaces steeper than 1:4 so fill material will bond with existing surface. In order to ensure proper bond and prevent slipping between the original ground and fill, the surface of the original ground shall be scarified to a depth of at least three inches. Each layer of fill material shall be compacted until the required density is achieved, and the density achieved should be verified in accordance with specifications using in-place density testing.

B. When subgrade or existing ground surface is to receive fill and has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture condition or aerate soil and re-compact to required density.

- C. Place fill material in layers to required elevations for each location listed below.
 - 1. Under grass, subbase or base material, use satisfactory excavated or borrow soil material.
 - 2. Under walks and pavements, curbs, steps, ramps, building slabs, footings and foundations use subbase and/or base material.

3.10 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
- B. Do not place backfill or fill material on surfaces that contain excessive moisture.
- C. Remove and replace or scarify and air-dry satisfactory soil material that is too wet to compact to specified density. Stockpile or spread and dry removed wet satisfactory soil material.

3.11 COMPACTION

- A. Place backfill and fill materials in layers or lifts not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 8 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.
- C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM Modified Proctor):
 - 1. Under structures, building slabs, steps, and pavements, compact each layer of backfill or fill material at a minimum of 98% Modified Proctor of the material's maximum dry density.
 - 2. Under lawn or unpaved areas, compact each layer of backfill or fill material at 95% Modified Proctor maximum dry density.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between existing adjacent grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
1. Lawn or Unpaved Areas: Plus, or minus 0.10 foot.
 2. Walks: Plus, or minus 0.10 foot.
 3. Pavements: Plus, or minus ½ inch.

3.13 STABILIZED SUBGRADE

- A. For stabilized subgrade, the type of materials, commercial or local, is at the Contractor's option and no separate payment for stabilizing materials will be made (other than as may be paid for as borrow).
- B. When stabilizing is designated as Type B, compliance with the bearing value requirements will be determined by the Limerock Bearing Ratio Method. Minimum LBR shall be 40.

It is the Contractor's responsibility that the finished roadbed section meets the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, full payment will be made 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.

- C. After the roadbed grading operations have been substantially completed, the Contractor shall make his own determination as to the quantity (if any) of stabilizing material, of the type selected by him, necessary for compliance with the bearing value requirements. The contractor shall notify the Engineer of the approximate quantity to be added, and the spreading and mixing-in of such quantity of materials shall meet the approval of the County as to uniformity and effectiveness.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), ASTM D 293

(drive cylinder method), or ASTM D 2922 (nuclear method), as applicable.

- a. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, if calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the speedy moisture meter according to ASTM D 3017.
 - b. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and speedy moisture meter at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.
2. Paved Areas: Make at least one field density test of subgrade, base, and each compacted fill layer for every 300 linear feet of roadway or equivalent area, but in no case less than two tests. Tests shall be staggered to ensure representative sampling.
 3. Unpaved Areas: Make at least one field density test of each compacted fill layer or subgrade for every 1000 square yards of area, but in no case less than two tests.
 4. Other tests may be required at County's discretion.

If, in the opinion of the County, based on testing service reports and inspection or the Engineer's observations, subgrades, fills, or backfills are below specified density, scarify and moisten or aerate as needed, or remove and replace soil to the depth required, re-compact, and re-test until required density is obtained at no additional expense.

3.15 REPAIR & CORRECTIONS

- A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace material to depth directed by the Engineer; reshape and re-compact at optimum moisture content to the required density.
- B. Settling: Where settling occurs, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

- C. When traffic must cross open trenches, the contractor shall provide suitable bridge of graded aggregate base or temporary asphalt paving as directed by County at no additional expense. (See Section 4060 for additional requirements.)
- D. Erosion Control: The Contractor shall be responsible for the prevention of erosion from the site and for maintaining filled and graded surfaces for the duration of the project. This includes, but is not limited to, the erection of a silt fence and hay bale barricade as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual and/or as shown in the construction plans. The Contractor shall take whatever steps necessary to prevent erosion and sedimentation and will be responsible for any damages which might occur to down-land properties as a result of run-off from the site during sitework construction at no additional cost. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

Surplus excavated material becomes the property of the Contractor unless otherwise noted. Waste materials, including unsatisfactory soils, trash and debris shall be removed and legally disposed of, off the Owner's property.

3.17 CLEAN-UP AND FINAL INSPECTION

Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, re-grassing if necessary, to as good a condition as existed before work started.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Excavation: When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated by the method of average end areas according to the survey and plans. If actual quantities vary in field, contractor shall communicate with Engineer and/or County to request additional payment. The measurement will include the net volume of material between the original ground surface and the surface of completed earthwork according to the survey and plans. If actual quantities vary in field, contractor shall communicate with the County to request additional payment. Excavation for swales and channels will be included in the total quantity for Excavation. Subsoil Excavation will be measured to the lines and grades indicated on the plans or as approved by the County. Backfill material shall either include normal excavation material from within project limits or borrow material supplied by the Contractor.
- B. Embankment: Quantities for Embankment will be calculated by the method of

average end or square yard areas and will include material placed above the original ground line, within the lines and grades indicated on the plans or as directed by the County.

- C. Calcium Chloride for Dust Control: The quantity to be paid for will be the weight, in tons, of calcium chloride authorized and acceptably spread on the road, within the limits specified by the County. The quantity will be determined from scales, certified freight bills, or other sources, the accuracy of which can be authenticated.

4.2 BASIS OF PAYMENT

- A. General: Prices and payments for the various work items included in this section will be full compensation for all work described herein, including excavating, dewatering, dredging, hauling, placing, and compacting. Separate pay items will be provided for all devices required to maintain control of erosion according to plans and NPDES permit. Additional devices shall be no additional cost.
- B. Excavation: Unit prices will be established for required cubic yard volumes of Regular Excavation, Subsoil Excavation, and Borrow Excavation, as necessary. When subsoil excavation is required to a depth greater than plans and specifications require, and additional excavation is not due to unsuitable, a change order will be required to establish a new quantity utilizing the current unit price.
- C. Embankment: Payment shall be made at the unit contract price for Embankment, cubic yard or square yard, in place, according to plans.
- D. Calcium Chloride for Dust Control: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintenance of the treated area and all water furnished and applied to the area.
- E. Dewatering: The contractor shall include the cost of dewatering in the unit price bid for the stormwater pipe if there is not a specific line item used in the contract.

END OF SECTION 02300

SECTION 02320 - UNDERDRAIN AND EXFILTRATION TRENCH

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and General Provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Latest Edition*, Section 440
- C. Florida Department of Transportation *Standard Plans, Latest Edition*, Index 440-001 and 440-002.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing pipe for underdrain and exfiltration trenches, the type and size shown on the plans or in the proposal in accordance with the requirements of these specifications, and installing such pipe at the locations shown on the plans or designed by the County in substantial conformity with the established lines, trench widths, filter media, and grades. The work shall include furnishing and construction of such joints and connections to other pipes as may be required to complete the work, as shown on the plans or directed, together with the specified trench, filter media, and filter fabric materials. Filter media may be sand, gravel, gravel pack, and/or a combination thereof.

PART 2 - PRODUCTS

- A. Underdrain Pipe: Underdrain pipe shall conform to the requirements of FDOT Standard Specification 948. The perforations shall meet the requirements for perforations as specified in AASHTO M294. Pipe shall be perforated polyethylene ADS N-12 or approved equal.
- B. Filter Aggregate shall be clean, washed gravel free of organic material and fines with minimum 33% percent voids. Aggregate shall be at least FDOT stone or equivalent.
- C. Filter Fabric shall be Terratex EP (Woven) or approved equal meeting the requirements of FDOT Specification Section 985.
- D. Filter sand shall be clean sand, free of organic materials and fines, with an effective grains size of 0.20 to 0.55 mm, uniformity coefficient of 1.5 to 4.0, a K value (recommended design permeability) not to exceed 2.5 ft/hr, and the contractor shall provide a grain-size analysis to the County for the project.

PART 3 - EXECUTION

3.1 STANDARD INSTALLATION:

- A. Trenches shall be excavated to the dimensions shown on the plans or as directed. A bedding layer of filter aggregate or filter sand of the size shown on the plans shall be placed in the bottom of the filter fabric lined trench for its full width and length and compacted as directed.
- B. Sub-drainage pipe of the type and size specified shall be embedded firmly in the bedding material. All pipe sections shall be securely joined with the appropriate coupling fittings or bands as per manufacturer's specifications.
- C. After the pipe installation has been inspected and approved, the specified filter aggregate, gravel pack, and/or filter sand shall be placed as shown on the drawings and filter fabric wrapped around the filter media with a minimum overlap (as required) on top. Install wire mesh at opening/outfall. Care shall be taken not to displace the pipe.
- D. The Contractor shall take every precaution to prevent the entrance of soil and sediments into the filter bed during construction, which would sacrifice the integrity of the filter fabric and aggregate installed. Stormwater runoff and sedimentation controls to be provided to protect the underdrain or exfiltration trench system.
- E. Installation of the corrugated polyethylene pipe shall be in accordance with the ASTM D-2321 Latest Revision.
- F. Gravel packs shall be installed around the filter-drain underdrain pipe an average thickness of at least six inches from the underdrain pipe for all underdrain systems located within pond bottoms and pond banks. The minimum separation between the gravel pack and the top of the filter bed shall be two feet. A permeable filter fabric shall be wrapped around the gravel pack.
- G. Cleanouts or inspection boxes shall be installed, at minimum, every 400 feet or as specified by plan, at every directional change or bend, and at the beginning (upstream) and at the terminus (downstream) of the underdrain pipes or exfiltration trench systems.
- H. Cleanouts shall have vertical portions non-perforated, include water-tight caps, and shall incorporate fittings (wye fittings or elbow bends) that have an angle no less than 45 degrees.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the length, in feet, of underdrain, which include

trench filter fabric, measured in place, along the centerline and gradient of the underdrain, completed and accepted. The quantities to be paid for will be the length, in feet, of outlet pipe measured in place, along the centerline and gradient of the outlet pipe, completed and accepted. The quantity of underdrain inspection boxes and cleanouts to be paid for will be the number completed and accepted. When payment for gravel or sand filter media is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated based upon the length, width, and depth of the underdrain or exfiltration trench dimensions, minus the pipe volume, as shown on the plans, unless the filter media is specified as a bid item included in the costs of the underdrain or exfiltration system.

4.2 BASIS OF PAYMENT

Prices and payment for this item shall include all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications. Materials covered under this pay item include but are not limited to: pipe including fittings, filter fabric, filter media, filter sand, filter aggregate, cleanout structures and inspections boxes. Payment shall be made for the underdrain or exfiltration pipe based upon the length of pipe. Unit prices will be established for the number of cleanouts structures and inspection boxes, unless otherwise specified as a bid item included in the under underdrain or exfiltration trench system. Unit prices will also be established for required cubic yard volume of gravel or sand filter media based upon the length, width, and depth of the underdrain or exfiltration trench, minus the pipe volume, as shown on the plans, unless otherwise specified as a lump sum bid item included in the costs of the underdrain or exfiltration trench system. No additional payment will be made for filter media overages larger than the specified plan volume. No additional payment will be made for excavation of the trench or lining the trench with filter fabric. No additional payment will be made for underdrain pipe with a sock filter fabric.

END OF SECTION 02320

SECTION 02340 - RIPRAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Latest Edition*, Sections 514 and 530

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing and constructing the Riprap which shall consist of a protective course of stone or other approved materials on embankment slopes, in channels, or other work as shown on the plans or directed, with or without a Filter Blanket, all in accordance with these Specifications and in conformity with the lines and grades noted in the plan details.

PART 2 - PRODUCTS

2.1 MATERIALS

Rubble\Stone Riprap shall comply with FDOT Standard Specification 530-2.2

- A. Banks and shore protection shall comply with FDOT Standard Specification 530-2.1.3.1.
- B. Ditch lining shall comply with FDOT Standard Specification 530-2.1.3.2.
- C. Broken stone and broken concrete shall comply with FDOT Standard Specification 530-2.1.3.3.
- D. Geotextile fabric shall comply with FDOT Standard Specification 514.
- E. Bedding stone shall comply with FDOT Standard Specification 530-2.1.4.
- F. Sand/Cement Riprap: Materials and placement shall comply with Florida Department of Transportation Standard Specification 530-3.2.

PART 3 - EXECUTION

3.1 EXECUTION

- A. Construction Requirements:

General: All slopes to be treated with riprap shall be trimmed to the lines and grades indicated by the plans or directed, such that the plan grades are the top of the placed riprap, unless otherwise noted. Loose material shall be compacted by methods approved by the Engineer or removed.

Slopes which require a filter blanket under the riprap shall, in addition to the above, be prepared as noted below.

1. Placement of any riprap on a filter blanket shall be by such means that will not damage or destroy the blanket. Any damage to the blanket shall be repaired without additional compensation.
2. Unless directed otherwise by the Engineer or shown by plan details, all outer edges and the top of riprap where the riprap terminates shall be formed so that the surface of the riprap will be embedded and even with the surface of the ground and/or slope.
3. All riprap construction shall begin at the bottom of the slope and progress upward.
4. Filter Blanket: Unless otherwise specified by the plans or ordered in writing, a fabric blanket will not be allowed for soils with 85% by weight passing the No. 200 sieve (U.S. Std.)
5. The bedding stone shall be constructed in accordance with FDOT Standard Specification 530-3.4.
6. Foundation Preparation: Areas on which filter fabrics are to be placed shall be uniformly trimmed and dressed to conform to cross-sections shown by the plans.

B. Plastic Filter Fabric (Geotextile):

Plastic filter fabric shall be placed in the manner and at the locations shown in the plans or as directed by the Engineer. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacturer, transportation or storage. The fabric shall be placed with the long dimension parallel to the centerline of the channel or shoreline unless otherwise directed by the Engineer, and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The strips shall be placed to provide a minimum width of 24 inches of overlap for each joint with the upstream strip of fabric overlapping the downstream strip. Overlap joints and seams shall be measured as a single layer of cloth. Securing pins with washers shall be inserted through both strips of overlapped cloth as recommended by the manufacturer, but no greater than the following intervals along a line through the midpoint of the overlap.

<u>Pin Spacing</u>	<u>Slope</u>
2 ft.	Steeper than 3:1
3 ft.	3:1 to 4:1
5 ft.	Flatter than 4:1

The fabric shall be turned down and buried two feet at all exterior limits except where a stone-filled key is provided below natural ground.

Additional pins regardless of location shall be installed as necessary to prevent any slippage of the filter fabric. Overlaps in the fabric shall be placed so that any upstream strip of fabric will overlap the downstream strip. Should the Engineer direct that the fabric be placed with the long dimension perpendicular to the centerline of the channel or shoreline, the lower strip of fabric shall underlap the next higher strip. Each securing pin shall be pushed through the fabric until the washer bears against the fabric and secures it firmly to the foundation. During construction, the fabric shall be protected from contamination by surface runoff and any fabric so contaminated shall be removed and replaced with uncontaminated fabric. Any damage to the fabric during its installation or during placement of riprap shall be replaced by the Contractor. The work shall be scheduled so that the manufacturer's recommendation for UV exposure is not exceeded or 5 days does not expire between placement of the fabric and the covering of the fabric with riprap, whichever is less.

3.2 STONE AND CONCRETE RUBBLE RIPRAP

General: Unless otherwise shown by plan details or directed, stone or concrete shall not be placed on slopes steeper than the natural angle of repose of the riprap material.

Placement of stone or concrete may, unless otherwise noted hereinafter, be placed by methods and equipment suitable for the purpose of placing the riprap in accordance with the requirements for the class riprap involved without damaging any existing facility or construction material.

The stone or concrete shall be placed in such a manner as to produce a reasonably well graded mass of rock with the minimum practical percentage of voids. Stone or concrete shall be laid with close broken joints and resting on the embankment slope. The top of the riprap shall be constructed to the lines, grades and thickness shown by the plans or as directed. Riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing or damaging the filter blanket material. The larger stone or concrete shall be well distributed and the entire mass of stone or concrete, in their final position, shall conform to a reasonable uniform gradation. The finished riprap shall be free from objectionable pockets of small stone or concrete and clusters of larger stone or concrete. Open joints shall be filled with spalls, or small stone or concrete in such manner that all stone or concrete are tightly wedged or keyed. Placing riprap by dumping into chutes or by other methods likely to cause segregation of sizes will not be permitted. The desired distribution of the

various sizes of stone or concrete throughout the mass shall be obtained by selective loading of the material at the source, by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. The individual pieces of stone or concrete in each horizontal course shall be laid so that they will not break away from embankment. Rearranging of individual stone or concrete by mechanical equipment, or by hand, will be required to the extent necessary to obtain a reasonably well graded distribution of stone or concrete as specified above.

3.3 SAND/CEMENT RIPRAP

- A. Placing: Immediately following mixing, the mixture shall be placed in the bags, tied (so that when laid in position, they will flatten out and give a thickness of not less than six inches) and placed flat on the area designed. Use only one type of bag per structure. Bags shall be layered and wedged against each other to form closed joints, with tied ends of sacks all laid in the same direction. Sacks ripped or torn in placing shall be removed and replaced with sound, unbroken sacks. When required to be placed under water, special care shall be taken to see that bags are closely jointed to give the same tight joints as required on dry slopes. After the riprap is placed, it shall be sprinkled with water as directed and kept damp for not less than three days. No sand/cement riprap shall be mixed in freezing weather.
- B. Grouting: Immediately after watering, all openings between sacks shall be filled with dry grout composed of one-part Portland cement and five parts sand.
- C. Pinned/Staked Bags: Bags shall be pinned/staked when called for on drawings.

3.4 CLEAN UP

Before final inspection and acceptance, the Contractor shall remove all excess material from site and restore all disturbed areas to as good a condition as existed before work started.

3.5 MAINTENANCE

The Contractor shall maintain all riprap until the contract work is accepted, and shall replace, without additional compensation, any damaged or missing riprap.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Sand-Cement: The quantity to be paid for will be the volume, in cubic yards, of sand used in the sand cement mixture and grout, satisfactorily placed and accepted. If sand is proportioned by volume, the sand will be measured loose in an approved measure prior to mixing with cement. If sand cement is proportioned by weight, approved scales will be used for this purpose and the

volume will be calculated using a standard conversion factor for sand of 85lbs./cubic feet. No adjustment of batch weights to allow for varying moisture content of the sand will be made.

- B. Stone/Concrete Rubble and Bedding Stone: The quantities to be paid for will be, as per plans/bid schedule, and either by the weight in tons in surface dry natural state; by railroad scales, truck scales, or barge displacement, or by square yards (according to plan thickness.) The Contractor shall determine the weights as follows:
1. Railroad Weights: The Contractor shall weight railroad cars on railroad scales, before and after loading or before and after unloading. If weighed by other than the Engineer, a certified statement of weights will be required. Certificates of weight, furnished by the railroad company, will be accepted without further certification.
 2. Truck Weights: The Contractor shall weigh trucks on certified scales, loaded and empty, as prescribed above for railroad weights. The Contractor shall weigh trucks in presence of the Engineer or furnish certificates of weights.
 3. Barge Displacement: The Engineer will measure each barge. The Contractor shall fit each barge with gauges graduated in tenths of a foot increment. The Contractor shall locate a gauge at each corner of the barge near the lower end of the rake. The Contractor shall furnish additional gauges amidships if the Engineer deems necessary. The Engineer will review and check all computed weights. Weight certificates may be submitted.
 4. In Place Measurement: The Contractor shall measure surface area (in square yards) of area riprap has been placed.

4.2 BASIS OF PAYMENT

- A. Sand-Cement: Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for Riprap (Sand-Cement.)
- B. Stone/Rubble: Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fill (or subgrade) for placing riprap in the Contract unit price for Riprap (Stone/Rubble). As an exception to the above, concrete that is shown to be removed from the project site and subsequently disposed of by being crushed and used in the embankment as riprap will not be paid for under this section. Include the cost of such work order under Removal of Existing Structures.

- C. Bedding Stone: Price and payment will be full compensation for all work specified in this Section, including all materials and hauling. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing bedding stone in the Contract unit price for Riprap (Stone/Rubble).

END OF SECTION 02340

SECTION 02400 - GRADED AGGREGATE BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Specification Sections, apply to the work of this section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 204, Latest Edition.*

1.2 DESCRIPTION OF WORK

This item shall consist of a base course of graded aggregate constructed on a subgrade prepared in accordance with the specifications and in conformity with the line, grades and typical cross-section as shown on the drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

Use graded aggregate material which yields a satisfactory mixture meeting all the requirements of these Specifications after it has been crushed and processed as a part of the mining operations.

The Contractor may furnish the material in two sizes of such gradation that, when combined in a central mix plant pugmill, the resultant mixture meets the required specifications.

Use graded aggregate base material of uniform quality throughout, substantially free from organic matter, shale, lumps and clay balls, and having a Limerock Bearing Ratio value of not less than 98. Use material retained on the No.10 sieve composed of aggregate meeting the following requirements:

Soundness Loss, Sodium, Sulfate: AASHTO T 104.....15%

Percent Wear: AASHTO T 96 (Grading A)

Group 1 Aggregates..... 45%

Group 2 Aggregates..... 65%

Group 1: This group of aggregates is composed of limestone, marble, or dolomite.

Group 2: This group of aggregates is composed of granite, gneiss, or quartzite.

Use graded aggregate base material meeting the following gradation:

Sieve Size	Percent by Weight Passing
2 inch	100
1 1/2 inch	95 to 100
3/4 inch	65 to 90

3/8 inch	45 to 75
No. 4	35 to 60
No. 10	25 to 45
No. 50	5 to 25
No. 200	0 to 10

For Group 1 aggregates, ensure that the fraction passing the No. 40 sieve has a Plasticity Index (AASHTO T 90) of not more than 4.0 and a Liquid Limit (AASHTO T 89) of not more than 25, and contains not more than 67% of the weight passing the No. 200 sieve.

For Group 2 aggregates, ensure that the material passing the No. 10 sieve has a sand equivalent (AASHTO T 176) value of not less than 28.

The Contractor may use graded aggregate of either Group 1 or Group 2, but only use one group on any Contract. (Graded aggregate may be referred to hereinafter as "aggregate".)

2.2 EQUIPMENT

The aggregate shall be spread by mechanical rock spreaders, equipped with a device which strikes off the aggregate uniformly to laying thickness, and capable of producing an even distribution of the aggregate. For crossovers, intersections and ramp areas; for roadway widths of 20 feet or less; for the main roadway area when forms are used and for any other areas where the use of a mechanical spreader is not practicable; spreading may be done by bulldozers or blade graders. All equipment for proper construction of this project shall be in first-class working condition.

PART 3 - EXECUTION

3.1 TRANSPORTING GRADED AGGREGATE

The graded aggregate shall be transported to the point where it is to be used, over aggregate previously placed if practical, and dumped on the end of the preceding spread. Hauling over the subgrade and dumping on the subgrade will be permitted when, in the County's opinion, these operations will not be detrimental to the subgrade.

3.2 SPREADING GRADED AGGREGATE

- A. Method of Spreading: The graded aggregate shall be spread uniformly. All segregated areas of fine or coarse aggregate shall be removed and replaced with properly graded aggregate.
- B. Number of Courses: When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional material added to bear the weight of

the construction equipment without disturbing the subgrade. When compacted thickness is six inches or less, graded aggregate shall be placed in one lift.

3.3 COMPACTING AND FINISHING BASE

- A. Single-Course Base: For single-course base, after the spreading is completed, the entire surface shall be scarified and then shaped to produce the required grade and cross-section, free of scabs and laminations, after compaction.
- B. Multiple-Course Base: For multiple-course base, the first course shall be cleaned of foreign material and bladed and brought to a surface cross-section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density tests for the lower course shall be made, and the County shall have proof that the required compaction has been obtained. After the spreading of the material for the second course is completed, its surface shall be finished and shaped to produce the required grade and cross-section after compaction, and free of scabs and laminations.
- C. Moisture Content: When the material does not have the proper moisture content to ensure the required density, wetting or drying will be required. When water is added, it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Water shall be added before beginning compaction operations. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted. This shall be performed utilizing the speedy moisture meter.

3.4 DENSITY REQUIREMENTS

As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98% of the modified proctor maximum density as determined by AASHTO T-180 (Modified Proctor.)

3.5.1 TESTING SURFACE, PROTECTION, AND MAINTENANCE

- A. Density Tests: A minimum of at least one field density test on each course of compacted base shall be performed for every 500 square yards, or every 300 linear feet of road pavement, or as directed by the Engineer. Additional tests may be made if deemed necessary by the Engineer and/or County/CEI.
- B. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross-section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.
- C. Correction of Defects: Contamination of Base Material: If, at any time, the subgrade material should become mixed with the base course materials, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as

specified above.

- D. Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which in the opinion of the County, would impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by re-scarifying, reshaping, adding base material where necessary, and re-compacting, without additional compensation.
- E. Compaction of Widening Strips: Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers, mechanical plate tampers, or other special equipment which will achieve the density requirements specified herein. When multiple-course base construction is required by the plans or specifications, the required compaction shall be achieved in each course prior to spreading material for the overlaying course.
- F. Inspections: The County/CEI shall perform an inspection of all base materials upon placement and prior to paving operations. In the event base failures are documented, the Contractor shall, without additional compensation, correct failed areas prior to commencing asphalt operations.
- G. Testing Surface: The finished surface of the base course shall be checked from the required crown and ensure longitudinally a smooth, consistent surface for the placement of the asphalt course(s). All irregularities, greater than 1/4 inch per 15' straight edge test, shall be corrected, after which the entire area shall be re-compacted and tested as specified herein before. In the testing of the surface, the measurements will not be taken in small holes caused by individual pieces of rock having been pulled out by the grader.
- H. Priming and Maintaining:

Priming: The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur. See FDOT Specification Section 300.

Maintaining: The Contractor will be responsible for assuring that the true crown and template are maintained, with no rutting or other distortions, and that the base meets all the requirements, at the time the surface course is applied.
- I. Thickness Requirements:

Measurements: Thickness of the base shall be measured at intervals in such a manner that each test represents 500 square yards, or every 300 linear feet of road pavement, or as otherwise directed by the County. Measurements s

hall be taken at various points on the cross-section, through holes not less than three inches in diameter.

Areas Requiring Correction: Where the compacted base is deficient by more than ½ inch from the thickness called for in the plans, the Contractor shall correct such areas. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross-section.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT:

The quantity to be paid for will be the area, in square yards, completed and accepted.

4.2 BASIS OF PAYMENT:

Price and payment will be full compensation for all work specified in this section, including dust abatement, correcting all defective surfaces and deficient thickness, removing cracks and checks, the additional aggregate required for such crack elimination, and the prime coat.

END OF SECTION 02400

SECTION 02410 – RECYCLED CONCRETE AGGREGATE BASE (CRUSHED CONCRETE)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Specification Sections, apply to the work of this section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Latest Edition*, Section 204

1.2 The County recognizes the beneficial reuse of construction materials where said materials can be used in a manner that provides a construction product meeting specification adopted by state and/or federal agencies. As such, the County shall allow, as noted below, the use of Recycled Concrete Aggregate (RCA) for the purpose of constructing an aggregate base course for the placement of an asphaltic concrete surface course in accordance with this section.

1.3 This section shall conform to Section 02400 G.A.B. except as noted.

1.4 SPECIFIC CONSENT REQUIRED

Recycled Concrete Aggregate may only be used on projects with specific written consent of the County Engineer, or designee, subject to the conditions outlined herein. No such permission shall be given until the requirements of Items 2.1 through 3.1.A-D have been affirmatively addressed by the Engineer of Record for the project. Additionally, construction may not proceed until the requirements of Item 3.2.B have been addressed. Should construction commence more than six months after the date of the geotechnical report and/or roadway locations and/or elevations change, a geotechnical addendum shall be submitted confirming groundwater elevations. Should County staff observe differing construction or material conditions after approval; additional testing or re-evaluation of existing conditions for use may be required. RCA installations not in compliance with these specifications shall be subject to removal and replacement.

PART 2 - PRODUCTS

2.1 MATERIALS

The material requirements of Recycled Concrete Aggregate shall be in accordance with the FDOT Specification Section 204.

- A. Recycled Concrete Aggregate used shall not be required to comply with FDEP source approval requirements specified in FAC 62-701.730 or be qualified as a clean debris source under FDEP rules. No material shall be used that has

been obtained from potentially contaminated sources that may contain asbestos or other hazardous materials.

PART 3 - EXECUTION

3.1 SPECIFIC USE & LOCATION REQUIREMENTS

- A. The use of Recycled Concrete Aggregate shall be in accordance with the FDOT Specification Section 204. It should be noted RCA may not be used on FHWA funded projects.
- B. Unless the Engineer of Record can demonstrate that the grading plan provides a minimum vertical separation of 18 inches between the bottom of the base and the seasonal high water table provided in the geotechnical report, permanent groundwater control measures shall be incorporated in the roadway design (i.e. underdrains with positive outfalls, etc.). If the subsurface conditions encountered in the geotechnical study indicate the presence of, or the potential for, perched groundwater, the geotechnical engineer shall address the appropriate measures to remedy perched groundwater in the geotechnical report or addendum.
- C. The Engineer of Record shall as part of the original construction plans approved by the County or by addendum approved by the County provide construction details and specifications for the road section(s) to be used with RCA. The section shall include material types, thickness requirements, and compaction requirements for all materials required for the flexible pavement section. The plan and profiles shall detail groundwater levels (apparent or perched) and the use of under drains with positive outfalls, where applicable/appropriate. Where under drains are required, they shall be detailed in cross section relative to the road section. The Engineer of Record shall also provide calculations which detail the calculated capacity of all components of the underdrain section, transmission pipes and receiving system.
- D. If, during the time period of construction, water is observed bleeding thru the pavement, new or additional permanent groundwater control measures to a positive, approved, out fall shall be installed. Such measures shall be submitted to the County for review and approval per Item C above.

3.2 TESTING, INSPECTION, & CERTIFICATION REQUIREMENTS

- A. The installation of Recycled Concrete Aggregate shall be in accordance with the FDOT Specification Section 204.
- B. Upon delivery of RCA to the project site, the contractor, not the supplier, shall provide to the County a report from an independent FDOT certified testing laboratory certifying that the material meets the gradation and Limerock Bearing Ratio requirements of FDOT Specification Section 204.

- C. The County/CEI shall perform an inspection of all base materials upon placement and prior to paving operations. In the event base failures are documented, the Contractor shall, without additional compensation, correct failed areas prior to commencing asphalt operations.
- D. During construction, quality control samples of RCA delivered to the project site shall be selected under the supervision of the County, or its representative, for gradation testing. Sampling shall be at a minimum frequency of one sample for every 3, 600 square yards of in- place base material.
- E. All testing shall be in accordance with FDOT Specification Section 204 and/or the County requirements, whichever is more stringent.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT:

The quantity to be paid for will be the area, in square yards, completed and accepted.

4.2 BASIS OF PAYMENT:

Price and payment will be full compensation for all work specified in this section, including dust abatement, correcting all defective surfaces and deficient thickness, removing cracks and checks, the additional aggregate required for such crack elimination, and the prime coat.

END OF SECTION 02410

SECTION 02440 – SUPERPAVE ASPHALT BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Specifications sections, apply to work of this section.

1.2 SUBMITTALS

Submit certification of compliance with applicable specifications in accordance with *Section 01300, "Submittals"*.

1.3 ENVIRONMENTAL CONDITIONS

Construct bituminous courses when underlying course is dry, and when atmospheric temperature is 40°F and rising for courses 1½" or greater, and 45°F and rising for courses less than 1½".

1.4 CONSTRUCTION EQUIPMENT

- A. Spreading Equipment: Self-propelled electronically controlled type unless other equipment is authorized. Spreading equipment shall be capable of spreading hot bituminous mixtures without tearing, shoving, or gouging and to produce a finished surface of specified grade and smoothness. The use of a spreader that leaves indented areas or other objectionable irregularities in the fresh laid mix during operations will not be permitted.
- B. Rolling Equipment: Self-propelled pneumatic-tired rollers supplemented by three-wheel and tandem type steel wheel rollers. The number, type and weight of rollers shall be sufficient enough to compact the mixture to the required density without detrimentally affecting the compacted material. All rollers shall be suitable for rolling hot-mix bituminous pavements and capable of reversing without backlash. Pneumatic-tired rollers shall be capable of being operated both forward and backward without turning on the mat, and without loosening the surface being rolled. Equip rollers with suitable devices and apparatus to keep the rolling surfaces wet and prevent adherence of bituminous mixture.

At the Contractor's option, vibratory rollers especially designed for bituminous concrete compaction may be used, provided rollers do not impair stability of pavement structure and any underlying layers. Repair depressions in pavement surfaces resulting from use of vibratory rollers at no cost to the Owner. Rollers shall be self-propelled, single or dual vibrating drums, and steel drive wheels, as applicable; equipped with variable amplitude and separate controls for energy and propulsion.

- C. Hand Tampers: Hand tampers shall weigh not less than 25 pounds and have a tamping face of not more than 50 square inches.
- D. Mechanical Hand Tampers: Commercial type, operated by pneumatic pressure or by internal combustion.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall conform to the requirements of these Specifications for the pavement sections as shown on the drawings.

PART 3 - EXECUTION

3.1 TRANSPORTATION OF BITUMINOUS MIXTURES

Deliver mixture to the area to be paved in such a manner that the temperature, at the time of dumping into the spreader, shall be not less than 285°F or greater than 345°F or that temperature required to obtain the specified compaction. Reject any load that has become wet prior to placing or falls outside of the above temperature ranges.

3.2 PLACING

The County/CEI shall perform an inspection of the subbase material prior to paving operations. In the event subbase failures are documented, the Contractor shall, without additional compensation, correct failed areas prior to commencing asphalt base operations.

Provide line and grade stakes as necessary for control. Place grade stakes in lanes parallel to centerline of area to be paved, and suitably space for string lines. Place and compact bituminous courses in such thicknesses as to achieve density and smoothness requirements. Maximum lift of bituminous base course shall not exceed 3 inches. Prior to laying the base course, clean underlying course of foreign and objectionable matter with power blowers, power brooms, or hand brooms in places inaccessible to power equipment, and inspect for compaction and smoothness requirements. The range of temperatures of the mixtures at the time of spreading shall be between 285°F and 345°F. Reject bituminous mixture having a temperature outside these limits when dumped into the hopper of the spreader. Adjust mechanical spreader and regulate speed so that the surface of the course is smooth, and when compacted conforms to depth, cross sections, grades and contours indicated. When irregularities of surface or deficiency in depth is more than specified tolerances, remove defective work and replace with new material. Whenever possible, place the mixture in strips not less than 10 feet wide. Overlap rolling to previously placed strip and extend to overlap first strip. Place mixture as continuously as possible. Shovelers and rakers shall follow spreading equipment, adding hot mixture and raking as required to produce a course that, when completed, shall conform to requirements specified. In areas where the use of machine spreading is impractical, mixture may

be spread by hand. Distribute mixture into place from dump boards by means of hot shovels and spread with hot rakes in a uniformly loose layer of such thickness that, when completed, it conforms to required grade and thickness. Do not dump loads any faster than they can be hand placed by shovels and rakes. Paint contact surfaces of previously constructed curbs, manholes, and similar structures with a thin coat of emulsion or other approved bituminous material prior to placing the bituminous mixture.

3.3 COMPACTION OF MIXTURE

A. Affect compaction by rolling. Begin rolling as soon after placing as the mixture will bear the roller without undue displacement. Delays in rolling freshly spread mixture will not be tolerated. Start rolling longitudinally at extreme sides of lanes and proceed toward center of pavement, overlapping on successive strips by at least one-half the width of rear wheel of roller. Alternate trips of roller shall be slightly different lengths. Affect initial longitudinal rolling using steel roller. Make tests for conformity with specified crown, grade and smoothness immediately after initial compression. Before continuing rolling, correct any variations by removing or adding materials, then roll course using pneumatic-tired rollers or tandem rollers, while mixture is hot and in condition suitable for proper compaction. Speed of rollers shall not exceed 3 miles per hour and be slow enough to avoid displacement of hot mixture. Correct any displacement of mixture at once by use of rakes and apply fresh mixture or remove mixture as required. Continue rolling until all roller marks are eliminated. During rolling, moisten rollers to prevent adhesion of mixture to rolling surfaces, but do not permit an excess of water. Provide enough rollers for each spreading machine in operation on the job and to handle plant output. In places not accessible to rollers, compact mixture with hot pneumatic or manual hand tampers. Skin patching of an area that has been rolled is not permitted. Remove any mixture that becomes mixed with foreign material or is defective, replace with fresh mixture, and compact to density of surrounding area. Roller shall not pass over unprotected edge until asphalt has cooled to at least 120°F. Contractor shall provide workmen who can perform work incidental to correction of pavement irregularities. After final rolling, permit no traffic of any kind on the pavement until the surface temperature has cooled to at least 120°F. Surface temperature shall be measured with surface thermometers or other satisfactory methods.

B. Testing Base Course:

1. Density: Within the entire limits of the width and depth of the base, obtain a minimum density in all areas of the roadway of 98% of modified Proctor maximum density as determined by AASHTO FM 1-T 180, Method D. Compact the base of any LOT of shoulder pavement to not less than 95% of the modified Proctor maximum density as determined by FM 1-T 180, Method D. Additional tests and cores may be required at the County's discretion.

2. Thickness: Measure thickness throughout the placement of all courses. In addition, perform periodic check on the yield during the placement of all courses. The maximum allowable deficiency at any point shall not be more than ¼ inch less than the indicated thickness for the course. The average thickness of the course shall not be less than the indicated thickness. Where the deficiency is more than the specified tolerances, the contractor shall correct each such representative area or areas by removing the pavement in question and replacing with new pavement.
3. Smoothness: Straightedge the compacted surface of the course, utilizing a 15' rolling straightedge, as deemed necessary by the County. Apply a rolling straightedge parallel with the centerline of the road and a non-rolling straightedge at right angles to the centerline of the road after final rolling. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet. Correct any portion of the pavement showing irregularities greater than that specified.
4. Thicknesses and Density Requirements: The thickness and density shall be checked at intervals not to exceed one per 300 linear feet of roadway, but in any case, should not be less than three tests. Tests shall be staggered to ensure representative sampling.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

ASPHALT BASE COURSE:

The quantity to be paid for will be the area, in square yards, of asphalt base course after adjustment to the equivalent area of specified thickness.

4.2 BASIS OF PAYMENT

ASPHALT BASE COURSE:

Prices and payments will be full compensation for all work specified in this Section.

END OF SECTION 02440

SECTION 02460 - SAND-CLAY BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Latest Edition*, Section 300
- C. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT 2000 Specs), Sections 240 and 912

1.2 DESCRIPTION OF WORK

This item shall consist of a base course composed of sand-clay mixtures constructed on a subgrade prepared in accordance with the specifications and in conformity with the line and grades shown on the drawings.

1.3 USE

Sand-clay base may only be used on projects with specific written consent from the County Engineer, or designee, subject to the conditions outlined herein.

Graded aggregate base shall be utilized in unsuitable soils, moisture sensitive areas, where groundwater fluctuates to within two feet of average grade, adjacent to wetlands/surface waters where the subgrade soils have a low permeability, and for roadways that will be dedicated to the County for maintenance.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All materials shall be secured from sources approved by the County and shall be furnished by the Contractor.
- B. Sand-Clay shall consist of natural or artificial mixtures of clay or soil binder and gravel, sand or other aggregates. The materials shall be free from organic matter and trash and shall not contain any aggregate particles that will not pass a one-inch (1") sieve. It shall be uniform and shall not contain lumps or aggregate insufficient quantity to prevent securing a smooth surface free from pits or pockets.
- C. The material passing the 10-mesh sieve shall meet the following requirements:
 - 1. Clay (material smaller than 0.005mm) 8-21%

- | | | |
|----|--------------------------------------|-------|
| 2. | Silt (material from 0.05 to 0.005mm) | 0-10% |
| 3. | Combined Clay and Silt | 8-25% |
- D. It shall have a plasticity index of not more than 6 and have a liquid limit of not more than 25. The material shall have the minimum limerock bearing ratio (LBR) of 75.

PART 3 - EXECUTION

3.1 PLACING AND MIXING MATERIALS

- A. Sand-Clay Base; minimum 6-inch compacted thickness. At least 98 percent of the modified proctor maximum dry density must be achieved throughout the full material thickness. The proposed sand-clay base material must be checked by a registered geotechnical engineer or by using hydrometer testing to determine clay content.
- B. The material may be dumped directly on the subgrade but shall be uniformly distributed. The loose thickness will be checked continuously by the Contractor to ensure that the finished base course will have the thickness and shape required by the typical section.
- C. The County/CEI shall perform an inspection of all base materials upon placement and prior to paving operations. In the event base failures are documented, the Contractor shall, without additional compensation, correct failed areas prior to commencing asphalt operations.

3.2 COMPACTING AND FINISHING SAND-CLAY BASE

- A. General: After spreading is completed, the base shall be compacted with water being added as required, until the required density has been obtained.
- B. Density Requirements: As soon as the proper condition of moisture is attained, the material shall be compacted to a density not less than 98 percent of maximum density as determined by modified proctor test ASTM 1557.
- C. Finishing: Upon completion of the initial compaction, the entire surface shall be scarified and then shaped to exact crown and cross-section. The base shall be re-watered, if needed, before final compaction. Final compaction shall be done with any type compacting equipment, in conjunction with traffic rollers, which will obtain the required density. Compaction shall continue until the required density has been obtained and until free water disappears from the surface.
- D. Correction of Defects: If at any time, the sub-grade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the sub-grade and replace the materials removed with base material, which shall be

watered, if needed, and rolled until the required density is obtained.

- E. Priming: Allow base to cure until moisture does not exceed 90 percent of optimum moisture content for the base course material. Priming shall meet the requirements of FDOT Specification Section 300.

3.3 TESTING SURFACE, PROTECTION AND MAINTENANCE

- A. Testing Surfaces: The finished surface of the base course shall be true to the grades shown on drawings. All irregularities greater than 3/8-inch shall be corrected by scarifying and removing or adding base material as may be required, after which the entire area shall be re-compacted to meet the specified density requirements.
- B. Thickness of Base: A three-eighths inch (3/8") under tolerance in the base will be allowed. All areas where the thickness of the completed base is less than the thickness required after such tolerance shall be corrected by scarifying, adding base material and re-compacting.
- C. Protection, Priming and Maintaining: The base shall always be kept well drained. Wherever ruts or low spots are found, the areas affected shall be brought to grade and, if necessary, shall be kept moist until the prime coat is applied, to prevent dusting and raveling.
- D. Thicknesses and Density Requirements: The thickness and density shall be checked at intervals not to exceed one per 300 linear feet of roadway. In no case shall less than three tests be performed. Tests shall be staggered to ensure representative sampling.
- E. Paved Areas: Make at least one field density test of each compacted fill layer (subgrade, base, etc.) for every 300 linear feet of roadway or equivalent area, but in no case less than three tests. Tests shall be staggered to ensure representative sampling.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

Sand-clay Base to be paid for will be the plan quantity, in square yards.

4.2 BASIS OF PAYMENT

Price and Payment will be full compensation for all work specified in this Section, including all materials; all clearing and grubbing of material pits; all stripping of overburden from the pits, if required; all hauling of material, application of prime and all incidentals necessary to complete the work.

END OF SECTION 02460

SECTION 02500 – SUPERPAVE ASPHALT CONCRETE

PART 1 - GENERAL

1.1 GENERAL

- A. Construct a Type SP Asphalt pavement for local agencies using the type of mixture specified in the Contract, or when offered as alternates, as approved.
- B. For this Section only, all references to the Department shall mean the County. All references to the Engineer shall mean the Engineer of Record, designated Engineer of Escambia County and/or CEI.
- C. The County will accept the work based on one of the following methods as described in Part 5: 1) Certification, 2) Certification and process control testing by the Contractor, 3) acceptance testing by the County, or 4) other method(s) as determined by the Contract.

1.2 LAYER THICKNESSES

- A. Use only fine graded Type SP asphalt mixes. Fine graded mixes are defined as having a gradation that passes above the restricted zone when plotted on an FHWA 0.45 Power Gradation Chart.
- B. FINE MIXES: The allowable structural layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP 9.5	1-1½ inches
Type SP 12.5	1½ - 2½ inches
Type SP 19.0	2-3 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on fine mixes when used as a structural course:

Type SP 9.5 - Limited to the final (top) structural layer, one layer only

Type SP 12.5 - Must not be used in the first layer of courses over 3½ inches thick, nor in the first layer of courses over 2¾ inches thick on limited access facilities.

The thickness of the new pavement may be checked by core samples, as determined by the Engineer. The Contractor shall be required to correct any deficiency either by replacing the full thickness; or overlaying the area as directed by the Engineer.

Type SP 19.0 - Shall not be used in the final (top) structural layer.

C. **ADDITIONAL REQUIREMENTS:** The following requirements also apply to fine Type SP Asphalt Concrete mixtures:

1. A minimum 1½ inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).
2. When construction includes the paving of adjacent shoulders (5 feet wide or less), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.
3. Use the minimum and maximum layer thicknesses as specified in 1.2 B above unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

Meet the material requirements specified in FDOT Standard Specifications Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent – Sections 916-1, 916-2
 Coarse Aggregate, Stone, Slag or Crushed Gravel – Section 901
 Fine Aggregate – Section 902

Aggregates utilized on Escambia County projects must be in accordance with FDOT Qualified Products List

2.2 GRADATION REQUIREMENTS

Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all the requirements defined in this Specification and conform to the gradation requirements at d sign as defined in Table 1 below. Aggregates from various sources may be combined.

Table 1 Aggregate Gradation Control Points (Gradation Design Ranges)						
	Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
Sieve Size	Min.	Max.	Min.	Max.	Min.	Max.
1 inch	-	-	-	-	100	-
3/4 inch	-	-	100	-	90	100
1/2 inch	100	-	90	100	-	90

3/8 inch	90	100	-	90	-	-
No. 4	-	90	-	-	-	-
No. 8	32	67	28	58	23	49
No. 200	2	10	2	10	2	8
For additional information, refer to AASHTO M-323-04, Table 3						

2.3 RESTRICTED ZONE

The gradation identified in 2.2 shall pass above the restricted zone specified in Table 2 below.

Table 2 Aggregate Gradation Restricted Zone (Design Only)						
Sieve Size within Restricted Zone	Boundaries of Restricted Zone Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
	Min.	Max.	Min.	Max.	Min.	Max.
No. 4	-	-	-	-	-	-
No. 8	47.2	47.2	39.1	39.1	34.6	34.6
No. 16	31.6	37.6	25.6	31.6	22.3	28.3
No. 30	23.5	27.5	19.1	23.1	16.7	20.7
For additional information, refer to AASHTO M-323-04, Table 4						

2.4 AGGREGATE CONSENSUS PROPERTIES

A. Meet the following consensus properties at design for the aggregate blend:

1. Coarse Aggregate Angularity: When tested in accordance with ASTM D 5821, meet the coarse aggregate angularity requirement defined in Table 3 below.

Table 3 Coarse Aggregate Angularity Criteria (Minimum Percent Fractured Faces)				
	Depth of Top of Pavement Layer from Surface			
	≤4 inches		>4 inches	
	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)
	85	80	60	-
For additional information, refer to AASHTO M-323-04, Table 5				

2. Fine Aggregate Angularity: When tested in accordance with AASHTO T -304, meet the fine aggregate angularity requirement defined in Table 4 below.

Table 4 Fine Aggregate Angularity Criteria	
Depth of Top of Pavement Layer from Surface	
≤4 inches	>4 inches
Minimum Uncompacted Void Content (%)	Minimum Uncompacted Void Content (%)
45	40
For additional information, refer to AASHTO M-323-04, Table 5	

1. Flat and Elongated Particles: When tested in accordance with ASTM D 4791, use a ratio of maximum to minimum dimensions of 5:1 and do not exceed 10% as the maximum amount of flat and elongated particles.

2.2 USE OF RECLAIMED (MILLED) ASPHALT PAVEMENT

A. General Requirements: Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture subject to the following:

1. The Contractor assumes responsibility for the design of asphalt mixes which incorporate RAP as a component material.
2. For design purposes, the Contractor assumes responsibility for establishing accurate specific gravity values for the RAP material. This may be accomplished by one of the following methods:
 - a. Calculation of the bulk specific gravity value based upon the effective specific gravity of the RAP determined, based on the asphalt binder content and maximum specific gravity. The Engineer and/or Engineer of Record will approve the estimated asphalt binder absorption value used in the calculation.
 - b. Testing of the extracted aggregate obtained through a vacuum extraction or ignition oven extraction.
3. The amount of RAP material used in the mix is not to exceed 50% by weight of total aggregate.
4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not taken immediately, plant operations should be stopped.

5. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles that are soft or conglomerates of fines.
 6. Provide RAP, having minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.
- B. Binder for Mixes with RAP: Select the appropriate binder based on the table below. The Engineer and/or Engineer of Record reserves the right to change binder type and grade at design based on the characteristics of the RAP binder and reserves the right to make changes during production. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises. Obtain a sample of the mixture for the Engineer within the first 1,000 tons and at a frequency of approximately one per 4,000 tons of mix.

Binder Grade for Mixes Containing RAP	
% RAP	Asphalt Binder Grade
<20	PG 67-22
20-29	PG 64-22
≥ 30	Recycling Agent

Note: When a PG 76-22 Asphalt Binder is called for in the Contract, limit the amount of RAP material used in the mix to a maximum of 15%.

PART 3 - GENERAL COMPOSITION OF MIXTURE

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 approved mix design. Aggregates from various sources may be combined.

3.2 MIX DESIGN

- A. Design the Type SP asphalt mixture in accordance with AASHTO PP-28, except as noted herein, to meet the requirements of this Specification. Use only previously approved designs. Prior to the production of any Type SP asphalt mixture, submit the proposed mix design with supporting test data indicating compliance with all Type SP asphalt mix design criteria.

The Engineer and/or Engineer of Record 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 the Engineer and/or Engineer of Record will no longer allow the use of the mix design.

1. Grading Requirements: Meet Gradation Design Ranges in PART 2.

2. Gyrotory Compaction: Compact the design mixture in accordance with AASHTO TP-4. Use the number of gyrations as defined in the table below.

Type SP Design Gyrotory Compaction Effort			
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	7	75	115

3. Volumetric Criteria: Use an air void content of the mixture at design of 4.0% at the design number of gyrations (N_{design}). Meet the requirements of the table below.

Mixture Densification Criteria			
	% G_{mm}		
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	≥ 89.0	96.0	≤ 98.0

4. VMA Criteria: Meet the requirements of the table below for Voids in the Mineral Aggregate (VMA) of the mixture at the design number of gyrations.

VMA Criteria	
Type Mix	Minimum VMA (%)
SP 9.5	15.0
SP 12.5	14.0
SP 19.0	13.0

5. VFA Criteria: Meet the requirements of the table below for voids filled with asphalt (VFA) of the mixture at the design number of gyrations.

VFA Criteria	
	Design VFA (%)
SP Mixes	65 - 75

6. Dust Proportion: Use an effective dust-to-binder ratio as defined in FDOT Section 334-3.2.5.
7. Moisture Susceptibility: Provide a mixture (4-inch specimens) having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (dry and unconditioned) of 100 psi.
8. Additional Information: In addition to the requirements listed above, provide the following information with each proposed mix design submitted for use:
- a. The design number of gyrations (N_{design}).

- b. The source and description of the materials to be used.
- c. The FDOT source number product code of the aggregate components furnished from an FDOT approved source.
- d. 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 in handling and processing, as necessary.
- e. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly -No. 200 [-75 μ m]) should be accounted for and identified for the applicable sieves.
- f. The bulk specific gravity value for each individual aggregate (and RAP) component as identified in the FDOT aggregate control program.
- g. 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%.
- h. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature (per 30-6.3). Do not exceed a target temperature of 340°F for modified asphalts and 315°F for unmodified asphalts.
- i. Evidence that the completed mixture conforms to all specified physical requirements.
- j. The name, seal, and/or certification of the Mix Designer.

3.3 REVISION OF MIX DESIGN

During production, the Contractor may request a target value revision to a mix design, subject to: (1) the target change falls within the limits defined in the table below, (2) appropriate data exists demonstrating that the mix complies with production air voids specification criteria, and (3) the mixture gradation meets the basic gradation requirements defined in 2.2 and 2.3.

Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	$\pm 5.0\%$
No. 16 sieve	$\pm 4.0\%$

No. 30 sieve	± 4.0%
No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 1.0%
Asphalt Binder Content (1)	± 0.3%
(1) Reductions to the asphalt binder content will not be permitted if the VMA during production is lower than 1.0% below the design criteria.	

Submit all requests for revisions to mix designs, along with supporting documentation, to the Engineer. In order to expedite the revision process, the request for revision or discussions on the possibility of a revision may be made verbally but must be followed up by a written request. The initial mix design will remain in effect until a change is authorized by the Engineer and/or Engineer of Record. In no case may the effective date of the revision be established earlier than the date of the first communication between the Contractor and the Engineer regarding the revision.

A new design mix will be required for any substitution of an aggregate product with a different aggregate code, unless approved by the Engineer and/or Engineer of Record.

3.4 PAVING EQUIPMENT

A. Mechanical Spreading and Screeding Equipment:

1. General: Provide mechanical spreading and screeding equipment of an approved type that is self-propelled and can be steered. Equip it with a receiving and distribution hopper and a mechanical screed. Use a mechanical screed capable of adjustment to regulate the depth of material spread and to produce the desired cross-section.
2. Automatic Screed Control: For all asphalt courses, placed with mechanical spreading and finishing equipment, equip the paving machine with automatic longitudinal screed controls of either the skid type, traveling string-line type, or non-contact averaging ski type. Ensure that the length of the skid, traveling string-line, or non-contact averaging ski is at least 25 feet. On the final layer of base, overbuild, structural, and friction courses, use the joint matcher in lieu of the skid, traveling string-line, or non-contact averaging ski on all passes after the initial pass. Furnish a paving machine equipped with electronic transverse screed controls when required by the Contract Documents.
3. Inflation of Tires: When using paving machines equipped with pneumatic tires, the Engineer may require that the tires be ballasted.
4. Screed Width: Provide paving machines on full width lanes that have a screed width greater than 8 feet. Does not use extendable screed strike-off devices that do not provide preliminary compaction of the mat

in place of fixed screed extensions. The Contractor may use a strike-off device on irregular areas that would normally be done by hand and on shoulders 4 feet or less in width. When using the strike-off device on shoulders in lieu of an adjustable screed extension, the Contractor must demonstrate the ability to obtain an acceptable texture, density, and thickness. When using an extendable screed device to extend the screed's width on the full width lane or shoulder by 24 inches or greater, an auger extension, paddle, or kicker device is required unless the Contractor provides written documentation from the manufacturer that these are not necessary.

5. Motor Graders: Provide two motor graders for spreading widening courses with prior approval from the Engineer only. Use motor graders that are rated at not less than 6 tons and are self-propelled and power controlled. Mount them on smooth tread or rib-type tires (no lug types allowed) with a wheelbase of at least 15 feet. Equip the front motor grader with a spreader box capable of spreading the mix at the required rate.
6. Rollers:
 - a. Steel-Wheeled Rollers: Provide compaction equipment capable of meeting the density requirements described in these Specifications. Provide a tandem steel-wheeled roller weighing a minimum of 8 tons for seal rolling, and for the final rolling, use a separate roller with a minimum weight of 8 tons. Variations from these requirements shall be approved by the Engineer.
 - b. Traffic Rollers: Provide compaction equipment capable of meeting the density requirements described in these specifications. Provide a self-propelled, pneumatic-tired traffic roller equipped with at least seven smooth-tread, low pressure tires, equipped with pads or scrapers on each tire. Maintain the tire pressure between 50 and 55 psi or as specified by the manufacturer. Use rollers with a minimum weight of 6 tons. Do not use wobble-wheeled rollers. Variations from these requirements shall be approved by the Engineer.
 - c. Prevention of Adhesion: Do not allow the mixture to adhere to the wheels of any rollers. Do not use fuel oil or other petroleum distillates to prevent adhesion. Do not use any method which results in water being sprinkled directly onto the mixture.
7. Trucks: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat. 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.

8. Coring Equipment: Furnish a suitable saw or drill for obtaining the required density cores.
9. Hand Tools: Provide the necessary hand tools such as rakes, shovels, etc., and a suitable means for keeping them clean.

PART 4 - CONTRACTOR'S PROCESS CONTROL

4.1 GENERAL

- A. Personnel: Provide qualified personnel (certified technician) for sampling, testing (by certified lab), and/or sign-off by P.E., and inspection of materials and construction activities. Ensure that qualifications are maintained throughout sampling, testing and inspection.

Construction operations that require a qualified technician must not begin until the Department verifies that the technician is on the CTQP (Construction Training Qualification Program) list of qualified technicians. The CTQP lists are subject to satisfactory results from periodic Independent Assurance evaluations.

- B. Calibration of the Gyratory Compactor: Calibrate the Gyratory Compactor in accordance with the manufacturer's recommendations prior to producing the mixture for any project. Check the height calibration, the speed of rotation, ram pressure and angle of gyration.
- C. Plant Testing Requirements: During the initial production of a mix design, test mix to ensure proper performance and provide results to the department.
- D. Roadway Testing Requirements: Areas that demonstrate concerns of the mix design quality or poor/improper compaction efforts may be subject to additional coring and testing as seen fit by the Engineer.
- E. Extraction Gradation Analysis: Sample the asphalt mixture at the plant and perform extraction test prior to asphalt being delivered to project. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563 (ignition oven). The gradation of the extracted mixture will be determined in accordance with FM 1-T 030. All test results will be shown to the nearest 0.01. All calculations will be carried to the nearest 0.001 and rounded to the nearest 0.01. All results shall be provided to the department prior to placement of asphalt on any project.

Run an extraction gradation analysis on the mixture at a minimum frequency of once per 1,000 tons or a maximum of four consecutive days of paving, whichever comes first.

The target gradation and asphalt content will be as shown on the mix design. Any changes in target will require a change in the mix design.

If the per centage of asphalt binder deviates from the optimum asphalt binder content by more than 0.55%, or the percentage passing any sieve falls outside the limits in the table below, immediately resample the mix and test to validate the previous test result, and if needed, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, notify the Engineer and take immediate steps to identify and correct the problem, then resample the mix. If the results from this test deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits, in the table for any sieve, stop plant operations until the problem has been corrected.

Tolerances for Quality Control Tests (Extraction Gradation Analysis)	
Size	Percent Passing
1 inch	7.0
3/4 inch	7.0
1/2 inch	7.0
3/8 inch	7.0
No. 4	7.0
No. 8	5.5
No. 16	5.0
No. 30	4.5
No. 50	4.5
No. 100	3.0
No. 200	2.0

- F. Volumetric Control: During production of the mix, monitor the volumetric properties of the Type SP asphalt mix with a Type SP Gyratory Compactor to determine the air voids, VMA, VFA, and dust-to-effective asphalt binder ratio (dust proportion) at N_{design} .

Take appropriate corrective actions in order to maintain an air void content at N_{design} between 3.0 and 5.0% during production. When the air void content at N_{design} drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved to the satisfaction of the Engineer and/or Engineer of Record. Evaluate any failing material in accordance with Part 6.

Determine the volumetric properties of the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, monitor the volumetric properties two times per production day.

During normal production, volumetric properties of the mixture will not be required on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons.

Testing required for volumetric property determination includes AASHTO TP-4, FM 1-T 209, FM 5-563 and FM 1-T 030. Prior to testing samples in accordance with AASHTO TP-4 and FM 1-T 209, condition the test-sized sample for one hour at the compaction temperature in a covered container.

- G. Plant Calibration: At or before the start of mix production, perform an extraction gradation analysis of the mix to verify calibration of the plant. The sample tested at the start of any project may be utilized for this requirement.
- H. Process Control of In-Place Compaction: Develop and implement a method to control the compaction of the pavement and ensure its compliance with the minimum specified density requirements. The department may require the use of a nuclear gauge to test areas suspected of not having proper compaction. Other density measuring devices may be used in lieu of the nuclear density gauge, provided that it is demonstrated to the satisfaction of the Engineer and/or Engineer of Record that the device can accurately measure the relative level of density in the pavement on a consistent basis.

PART 5 - ACCEPTANCE OF THE MIXTURE

5.1 GENERAL

The asphalt mixture will be accepted based on one of the following methods as determined by the Engineer and/or Contract Documents:

1. Certification by the Contractor
2. Certification and Process Control Testing by the Contractor
3. Acceptance testing by the Engineer
4. Other method(s) as determined by the Contract

5.2 CERTIFICATION BY THE CONTRACTOR

Submit a Notarized Certification of specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications.

5.3 CERTIFICATION AND PROCESS CONTROL TESTING BY THE CONTRACTOR

Submit a notarized N_{design} Certification of Specification Compliance letter on company letterhead to the engineer that all material produced and placed on the project was

in substantial compliance with these specifications, along with supporting test data documenting all process control testing. Utilize an Independent Laboratory as approved by the Engineer for the Process Control testing.

5.4 ACCEPTANCE TESTING BY THE ENGINEER

A. Acceptance at the Plant:

1. The asphalt mixture will be accepted, with respect to gradation and asphalt binder content, based on the results from the start up test. However, any load or loads of mixture which, in the opinion of the Engineer and/or Engineer of Record, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.
2. Acceptance Procedures: Control all operations in the handling, preparation, and production of the asphalt mix so that the percent asphalt binder content and the percent passing the No. 8 and No. 200 sieves will meet the targets from the mix design within the tolerances shown in the table below.

Tolerances for Acceptance Tests	
Characteristic	Tolerance*
Asphalt Binder Content	±0.55%
Passing No. 8 Sieve	±5.50%
Passing No. 200 Sieve	±2.00%
*Tolerances for sample size of n=1.	

Calculations for the acceptance test results for asphalt binder content and gradation (percentages passing the No. 8 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the 0.001 and rounded to the nearest 0.01.

Payment will be based on the acceptance of the project by the Engineer.

B. Acceptance of the Roadway:

1. Density Control: The in-place density of any questionable section of a course of asphalt mix will be evaluated by using a nuclear gauge and/or by the testing of 6-inch diameter roadway cores.

The Engineer will not perform density testing on leveling courses, open-graded friction courses, or any course which does not show signs of poor /improper compaction efforts. In addition, density testing will not

be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes or deceleration lanes. Compact these courses (except for open-graded friction courses) in accordance with the appropriate rolling procedure as specified in these specifications or as approved by the Engineer.

2. **Acceptance:** The completed pavement will be accepted with respect to overall ride, overall appearance, and overall yield as determined by the Engineer or Engineer of Record.

Areas of question may be tested with a nuclear gauge or by the testing of the density of the cores, as determined by the engineer.

3. **Additional Density Requirement:** On shoulders with a width of 5 feet or less, compact the pavement in accordance with the rolling procedure (equipment and pattern) as specified herein or as approved by the Engineer. Stop the production of the mix if the rolling procedure deviates from the approved procedure.
4. **Surface Tolerance:** The asphalt mixture will be accepted on the roadway with respect to surface tolerance by using a 15 ft rolling straight edge. The department will determine if the use of a straight edge test is warranted. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet.

5.5 ADDITIONAL TESTS

The County reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

PART 6 - DISPOSITION OF FAILING MATERIAL

Any material that is represented by failing test results will be evaluated to determine if removal and replacement is necessary. Remove and replace any material, if required, at no cost to the County. The evaluation will be conducted by the Engineer and/or Engineer of Record. If so directed, obtain an engineering analysis, as directed by the Engineer, by the independent laboratory (as approved by the Engineer) to determine if the material can (a) remain in place, for this case the appropriate pay factor will be applied, or (b) be removed and replaced at no cost to the Department. The analysis will be a signed and sealed report by a Professional Engineer licensed in the State of Florida.

PART 7 – MEASUREMENT/PAYMENT

7.1 METHOD OF MEASUREMENT

For the work specified under this Section the quantity to be paid for will be the in-place measurement of the area in square yards unless otherwise stated in the project plan details.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

7.2 BASIS OF PAYMENT

Price and payment will be full compensation for all the work specified under this section.

END OF SECTION 02500

SECTION 02580 – HOT IN-PLACE RECLAIMED ASPHALT AND RESURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including general and supplementary conditions and other specification sections, apply to work of this section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Latest Edition*, Sections 327 and 330

1.2 DESCRIPTION OF WORK

This work consists of rehabilitating the surface layer of the existing asphalt roadway to a depth of one inch and placing a layer of new Hot Mix Asphalt Concrete (HMAC) material over the rehabilitated surface. This will be accomplished with a specially designed machine in a simultaneous process of heating, scarifying, applying an asphalt rejuvenating agent (emulsifier), thoroughly re-mixing and reshaping the existing surface, and application of the final overlay. The overlay of the new HMAC placed over the rejuvenated layer of existing asphalt, shall follow the lines, grades, thickness and typical cross section established by the County.

The machine that heats, scarifies, rejuvenates, and remixes must also lay the recycled asphalt material, as well as lay the new HMAC material. The County will provide the list of streets and surface selected for this application. Additional pre-heaters may be required to achieve the specified depth, as directed by the County.

PART 2 – MATERIALS

2.1 MATERIAL

- A. Asphalt Recycling Agent (Emulsifier): The County will approve the asphalt-recycling agent. The recycling agent used to restore the plasticity of the existing asphaltic pavement shall be an emulsified agent. The recycling agent shall meet the requirements of ECR 1 or equal. A manufacturer's certification shall be submitted to the County for the recycling agent.
- B. Hot Mix Asphaltic Concrete (HMAC): The delivery of the new HMAC will be coordinated with the HMAC supplier by the selected recycling contractor.

PART 3 - JOB CONDITIONS

- A. Weather limitation for this work shall be a minimum of 50° F and rising.
- B. Prior to the repaving operation, the pavement shall be cleaned and be reasonably free from sand, dirt and other deleterious substances that would

affect the quality of the recycled mix. No separate payment shall be made for this requirement.

- C. Existing manholes, water valves boxes, junction boxes, etc. that do not conform to the finished pavement grades shall be adjusted to finish grade.
- D. The Contractor shall be responsible for protecting the areas adjacent to the work from damage. (Heat, etc.)

PART 4 - EQUIPMENT

- A. All tools, equipment, and machinery shall be maintained in satisfactory working condition and shall be subject to the approval of the County Engineer.
- B. Repaving Machine: The machine shall be an approved, self-contained, self-propelled, automated unit that heats, scarifies (or mills), automatically applies recycling agent at a uniform rate, thoroughly mixes, redistributes and levels the existing asphalt to the specified depth, and lays the new HMAC material overlay. The new HMAC must be laid within 30 seconds after the scarification begins to ensure a hot monolithic bond with the recycled asphalt pavement. The machine shall also be capable of reworking the material around manholes and other obstacles; the machine shall be capable of adding and mixing the recycling agent evenly and shall be equipped with a leveling blade and screed for re-grading of the existing asphaltic concrete surface.
- C. Pre-heater: This unit shall be hooded to prevent damage to adjacent property, including trees shrubs and landscaping. The heating hood shall be capable of heating the pavement surface to a minimum temperature of 225 degrees F, not to exceed 325 degrees F. This will allow for scarification to the required depth without breaking the aggregate particles or charring the pavement surface.
- D. Scarifying and Milling units shall be automatically controlled units in order to control the depth of penetration and to clear utility manholes and other obstructions. The depth of scarification shall be directed by the County. Note: Scarifying depth may vary in range from 3/4 of one inch to 1 1/2 inches.
- E. Recycling Agent Applicator: This system shall be automatically controlled; the recycling agent must be applied to the scarified material at a uniform rate. The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within $\pm 5\%$ of the specified rate.

Receiving hopper and Conveying System: The machine shall consist of a hopper and conveyor system to collect and transport the new HMAC to the finishing unit without segregation of the new material.

- F. Recycling Unit: The machine shall consist of a system that mixes and redistributes and levels the scarified material over the width being processed

to produce a uniform cross-section of recycled material. The recycling screed shall be heated and have crown control and be capable of redistributing the recycled material to the desired longitudinal grade and transverse cross section.

- G. Finishing unit: The machine shall have an automatic controlled screed to produce a surface conforming to the surface thickness as required by the County. The thickness of the surface course lift shall not exceed 2 inches. This unit shall be capable of a plying the new HMAc to a uniform longitudinal profile and cross slope of 1/4 inch per foot. The finishing screed must be heated and capable of electronically controlling the cross slope and applying the new HMAc to produce a uniform surface and texture.
- H. Rollers: Rolling equipment shall be of sufficient type and weight to compact the new HMAc and the recycled material to the required density as specified in Section 2500. The contractor shall provide enough rollers, minimum of 2, to keep up with the operation. All rolling should be completed before the temperature of the new HMAc drops below 190° F.

PART 5 - TRAFFIC CONTROL

- A. Pavement markings shall conform to the requirements of *Section 04040*.
- B. Maintenance of Traffic: Suitable methods shall be used by the contractor to protect the new asphalt surface from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of work. Conform to requirements of *Section 04060*.
- C. Unless traffic has been detoured, the Contractor shall maintain at least one, One-Way travel lane. Whenever possible, Two-Lane traffic shall be maintained.
- D. No interruption of access to property shall be made unless prior arrangements acceptable to the occupant or owner of the affected property have been made and approved by the County.
- E. Submit a Traffic Control Plan for approval in accordance with *Section 04060*.

PART 6 - EXECUTION

- A. Notify the County at least 48 hours prior to commencement of any paving operation.
- B. The heating unit shall produce enough heat to soften the pavement uniformly without burning or charring the existing asphalt pavement.
- C. The process shall produce a welded, longitudinal joint, the standing edge of the adjoining asphalt pavement shall be fully heated to a width of at least 2

inches beyond the width to be scarified and recycled.

- D. Immediately following heating of the pavement, the existing surface shall be scarified (milled) to the specified depth. The machine shall have the capability of maintaining a recycled mat with a minimum temperature of 190°F and a maximum temperature of 225°F throughout the repaving operation.
- E. Due to the varying locations and properties of the existing asphalt pavement, the following adjustments may be made, if directed by the County.
 - 1. Depth of scarification may be varied to correct existing cross slopes and grades.
 - 2. Application rate for the recycling agent may be adjusted as necessary to maintain a uniform mixture.
 - 3. Spot leveling may be necessary.
 - 4. Portable Changeable (Variable) Message Signs (PCMS) may be required. No additional compensation will be made for these traffic control devices after contract is awarded.

F. CLEANUP

The Contractor will keep the work site free from accumulations of waste material, rubbish and debris from the Contractor's performance of the scope of work resulting from the use of all tools, construction equipment, and machinery, and surplus materials, and will leave the site clean and ready for use. The Contractor will restore to their original condition those portions of the work site, such as staging and stockpile areas, not designed for alteration as contained in the Contract Documents. This will include returning the area to the proper grade and slope, as well as replacing sod, if so, required by the County.

PART 7 - QUALITY CONTROL

The County has the option of testing to ensure the surface is compliant with thickness, smoothness, etc. and meets requirements of the specifications as directed by the County and as outlined in *Section 2500*.

Contractor will assign a Quality Control (QC) Supervisor to the project. The QC Supervisor will work in conjunction with the County.

PART 8 - MEASUREMENT/PAYMENT

8.1 METHOD OF MEASUREMENT

- A. The accepted quantities of asphalt pavement surface recycled will be

measured and paid by the square yard. Pay item, Hot In-Place Recycling, Square Yard.

- B. Asphalt recycling agent will be measured by the gallon, used in place, as determined by the County and the Contractor Supervisor. Pay item, Emulsifier, Gallon.
- C. New HMAC will be measured by the tons used in place. Pay item, HMAC, Tons.

8.2 BASIS OF PAYMENT

- A. Price and payment will be full compensation for all work specified in this Section.
- B. No separate payment for traffic control will be made.
- C. Spot leveling will be paid for by the measured square yards under the unit price for Hot-In-Place Recycling.

END OF SECTION 02580

SECTION 02600 - STORMWATER SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, specifically 2300, 3300, and Florida Department of Transportation *Standard Plans*, apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Sections 125, 425, 430, 449, 530 942, 943, 945, 948, Latest Edition.*

1.2 SUMMARY

This Section includes stormwater system piping and appurtenances. All labor, material, equipment, appurtenances, services, and other work or costs necessary to construct the facilities and place them into operation shall be furnished by the Contractor.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract.
- B. Shop drawings for drainage pipe, pre-cast concrete storm drainage manholes and catch basins, including frames, covers, and grates.
- C. Shop drawings for cast-in-place concrete or field-erected masonry storm drainage manholes and catch basins, including frames and covers.

1.4 QUALITY ASSURANCE

- A. Environmental Compliance: Comply with applicable portions of local, state, and federal environmental agency regulations pertaining to stormwater systems impacts.
- B. Utility Compliance: Comply with local utility regulations and standards pertaining to relocation, clearances, etc. related to installation of stormwater systems.
- C. Quality control to adhere to QA/QC Plan.

1.5 PROJECT CONDITIONS

Site Information: Perform site inspection, research public utility records, and verify existing utility locations. Verify that stormwater system piping may be installed in

compliance with design plans and referenced standards. Locate existing stormwater system piping and structures that are out of service and closed as per 3.8 this section.

1.6 SEQUENCING AND SCHEDULING

- A. Notify the County Inspector assigned to the subdivision or Project Coordinator assigned to project prior to pouring backfilling or form work.
- B. Coordinate connection to existing private and public drainage system with Owner and/or County.
- C. Coordinate with adjacent utilities work.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 PIPE

Meet the following requirements of *FDOT Specifications, Latest Edition*:

Reinforced Concrete Pipe	Section 449
Round Rubber Gaskets	Section 942
Corrugated Steel Pipe & Pipe Arch	Section 943
Corrugated Aluminum Pipe & Pipe Arch	Section 945
Corrugated Polyethylene Pipe	Section 948
Polyvinyl Chloride (PVC)	Section 948

2.1.2 MANHOLES

- A. Precast Concrete Manholes: Per FDOT Specification Section 425-5 and ASTM C 478, precast reinforced concrete, of depth indicated with provision for rubber gasket joints.
- B. Cast-in-Place Manholes: Per FDOT Specification Section 425, cast reinforced concrete of dimensions and with appurtenances indicated.
- C. Manhole Frames and Covers: Construct Per FDOT Specification Section 425-3.2 and FDOT Standard Plans. All units shall bear the lettering "STORM SEWER" cast into cover. All proposed substitutes must have equal or greater opening sizes and weights.

2.1.3 INLETS

- A. Precast Concrete Catch Basins Inlets: Construct per FDOT Specification Section 425-5.
- B. Cast-in-Place Inlets: Construct per FDOT Specification Section 425 to dimensions and with appurtenances indicated:

1. Bottom, Walls, and Top: Reinforced concrete.
 2. Channel and Bench: Concrete.
- C. Inlet Frames and Grates: Per FDOT Specification Section 425-3.2 & FDOT Standard Plans. All units shall bear the lettering "STORM SEWER" cast into cover.

2.1.4 END TREATMENT

General: Head wall, apron, and mitered ends, per FDOT Specification Section 430-4.6.

2.2 CONCRETE AND REINFORCEMENT

A. Concrete: Portland cement mix, 3,000 psi; shall be in accordance with Section 03300.

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Reinforcement: Steel conforming to the following:

1. Fabric: ASTM A 185, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.

C. Forms:

1. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces without distortion or defects. Material shall be of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal.
2. Form Release Agent: Provide commercial formulation form-release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. Release agent to be within allowable volatile limits according to applicable local, state and federal codes.

2.3 MASONRY

Materials for accessories shall be per FDOT Specification Section 949. Mortar shall be one-part Portland cement and three parts masonry sand to which shall be added lime putty in the amount of 50% of the volume of cement. Special commercial mortar mixes may be used if approved by the Engineer. All masonry materials shall conform to the latest applicable ASTM specifications. Set all masonry units in full beds of

mortar, with full joints and strike all joints flush. Masonry reinforcements shall be galvanized Dur-O-Wal, or approved equal, and shall be installed at every other bed joint. Hollow block shall be poured solid with re-bar as designed.

2.4 CURING MATERIALS

Conform to FDOT Specification Section 520-8.

2.5 BEDDING STONE

Subbase or base materials shall meet requirements of FDOT Specification Section 530-2.3.

PART 3 - EXECUTION

3.1 EXCAVATIONS FOR MANHOLES, INLETS, AND PIPE

Excavation shall be enough to leave at least 12 inches in the clear between their outer surfaces and the embankment. Excavation for all structures shall be made to the dimensions and elevations indicated on the drawings. Where the excavation is made below the indicated elevations, the excavation shall be restored to the proper elevation with compacted suitable material without extra compensation.

3.2 PREPARATION OF FOUNDATION FOR BURIED STORMWATER SYSTEMS

- A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation, throughout the length of the pipe.
- B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid and backfill with bedding stone per FDOT Specification Section 530-2.3 to indicated level.
- C. Shape bottom of trench to fit bottom of pipe. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.3 PIPE INSTALLATION

- A. Drawings (plans and details) indicate the general location and arrangement of the underground stormwater system piping. Location and arrangement of piping layout takes into account many design considerations. Install the piping as indicated, to the extent practical. Deviations shall only be approved by the County.
- B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. When installing gaskets, seals, sleeves, and couplings, follow manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint

as it is completed.

The pipe shall be carefully examined for defects and the inside cleaned. After placing pipe in the ditch, the ends shall be wiped free from all dirt, sand and foreign material. All pipe and joints shall be made, handled, and installed in strict accordance with the manufacturer's recommendations and instructions. Install pipe in accordance with FDOT Standard Specification 430.

- C. Install piping pitched down in direction of flow, at minimum slope per plans and in accordance with manufacturer's recommendations, specifications, and design plans.
- D. Boring: Install pipe under streets or other obstructions that cannot be disturbed, by boring, jacking, or a combination of both. These methods of installation are not allowed for newly paved roadways. Utility conduit should be installed prior to paving.
- E. All RCP joints shall be sock/filter wrapped prior to backfilling unless a manufacturer recommended coupling is used.
- F. Field repairs of pipeline shall be in strict accordance with manufacturer's recommendations and specifications.
- G. Only conventional concrete pipe shall be allowed under dedicated County roads.
- H. Pipe Cover: Cover shall be a minimum of 12", unless approved by the County.
- I. Pipe Size: Minimum Pipe size shall be 18" diameter or equivalent, unless approved by the County.

3.4 MANHOLES

- A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlet. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finished grade, unless otherwise indicated.
- B. Place precast concrete manhole sections as indicated and install in accordance with ASTM C 891.
- C. Construct cast-in-place manholes as indicated.
- D. Provide rubber joint gasket complying with ASTM C443 at joints of sections; or apply bituminous mastic coating at joints of sections.

3.5 INLETS

- A. Construct inlets to sizes and shapes indicated per FDOT Specification Section 425-6, or as modified in the plans.
- B. Set frames and grates to elevations indicated.
- C. Inlet throat openings larger than 7" in height must be equipped with horizontal trash bar(s). Trash bar(s) shall be 1" diameter galvanized rod installed in the center of the opening, or evenly spaced if more than one is used.

3.6 OUTFALL STRUCTURES

- A. Pipe systems shall be utilized for primary out fall of retention/detention areas.
- B. Weirs and flumes will not be acceptable for use as primary pond outfall structures or to primarily route stormwater to retention/detention areas at the end of down-gradient roadways.

3.7 END TREATMENT

Construct End Treatment per FDOT Specification Section 430-4.6.

3.8 STORMWATER SYSTEM BACKFILL

Place and compact backfill material in accordance with Section 02300 and FDOT Specification Section 125-8.

3.9 CLOSING OUT-OF-SERVICE STORMWATER SYSTEMS

- A. Out-of-Service Piping: Close open ends of out of service underground piping that is indicated to remain in place. Provide sufficiently strong closures to withstand hydrostatic or earth pressure that may result after pipe ends have been closed and grout filled with non-shrink grout.
 - 1. Close open ends of concrete pipe or structures with not less than 8-inch-thick brick masonry bulkheads and grout fill.
 - 2. Close open ends of other piping with plastic plugs, or other acceptable methods suitable for size and type of material being closed. Wood plugs are not acceptable.
- B. Out-of-Service Structures: Remove structure and close open ends of the remaining piping or remove top of structure down to not less than 3 feet below final grade; fill structure with stone, rubble, gravel, compacted dirt, or flowable fill to within 1 foot of top of structure remaining, and fill with concrete.

3.10 FIELD QUALITY CONTROL

- A. Refer to Section 03300 for Concrete Testing and 02300 for Earthwork

Testing.

- B. Cleaning: Interior of piping and structures shall be cleared of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
 - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
 - 2. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.
 - 3. Flush piping between manholes, to remove collected debris.
- C. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.
 - 1. Make inspections after pipe between manholes has been installed, cleaned and approximately 2 feet of backfill is in place, and again at completion of project. Each section of pipe between structures is to show from either end on examination, a full circle of light. Each appurtenance to the system shall be of the specified size and form, to be neatly and substantially constructed, with the top set permanently to exact position and grade.
 - 2. If inspection indicates poor alignment, debris, displaced pipe, infiltration, or other defects, correct such defects and re-inspect. All repairs shown necessary by the inspections are to be made, broken, cracked, or punctured pipe replaced, all deposits removed and the pipe left true to line and grade as herein specified, or shown on the plans, entirely clean and free from abnormalities and ready for use at no additional expense to the County.
 - 3. All stormwater pipes will be subject to video camera inspection by County staff.
- D. Trench Backfill Around and Above Pipe:
 - 1. In each compacted backfill layer, perform density test as specified in Section 02300.
 - 2. Other tests may be required at County's discretion.
- E. Clean Up: Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, to as good as condition as existed before work started. All trenches shall be leveled, and loose material removed from pavement gutters, sidewalks, pipelines, and inlet sediment traps, employing hand labor,

if necessary.

- F. Pipe Inspection: The County may elect for the contractor to perform pipe inspection according to the following.

For pipes installed under the roadway, inspection is to be conducted when backfill reaches 3 feet above the pipe crown or upon completion of placement of the stabilized subgrade. For pipe installed within fills, including embankments confined by walls, inspection is to be conducted when compacted embankment reaches 3 feet above the pipe crown or the finished earthwork grade as specified in the Plans. Prior to conducting the inspection, submit to the Engineer a video recording schedule for videoing, dewater installed pipe, and remove all silt, debris and obstructions. Submit pipe videoing and reports to the County for review prior to the continuation of paving.

For pipe 48 inches or less in diameter, submit to the Engineer a video DVD. For all pipe types, provide a Pipe Observation Summary Report for each pipe run that includes:

1. Actual recorded length and width measurements of all cracks within the pipe.
2. Actual recorded separation measurement of all rigid pipe joints.
3. Detailed written observations of leaks, debris, or other damage or defects.

For flexible pipe types, submit a Pipe Quality Report for each pipe run that includes:

1. Representative diameter of the pipe.
2. Pipe deformation/deflections measurements with the 5% deflection limit clearly delineated.

Reports submitted in electronic media are preferred. The Engineer may waive this requirement for side drains and cross drains which are short enough to inspect from each end of the pipe.

- G. Video Report: Provide a high-quality DVD in a MPEG2 format video with a standard resolution of 720 x 480. Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90-degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition.

The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. The video will include identification before each section of pipe filmed. The identification will include the project number, the structure number corresponding to the structure number in the Plans for the project, size of pipe, the

date and time, and indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes should be taken during the video recording process. Submit these notes along with the video.

Move the camera through the pipe at a speed not greater than 30 feet per minute. Mark the video with the distance down the pipe. The distance shall have an accuracy of one foot per 100 feet. Film the entire circumference at each joint. Stop the camera and pan when necessary to document and measure defects. Position the camera head perpendicular to all defects requiring measurement by the video micrometer.

- H. Reinspection: At any time after reviewing the submitted pipe inspection reports, the Engineer may direct additional inspections. If no defects are observed during the reinspection, the County will pay for the cost of the reinspection. If defects are observed, the reinspection and all work performed to correct the defects will be done at no cost to the County. Acceptance of all replacements or repairs will be based on video documentation of the completed work prior to Final Completion.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be (1) the number of inlets, manholes, end walls, mitered end sections, flared end sections, junction boxes, and yard drains, including fittings and appurtenances, completed and accepted; (2) length of pipe to the nearest foot of type specified; and (3) the number of structures of these types (including also valve boxes and monument boxes) satisfactorily adjusted.

4.1 BASIS OF PAYMENT

Price and payment will be full compensation for finishing all materials and completing all work described herein or shown in the plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all the gratings, frames, covers, and any other necessary fittings.

If the County elects for the contractor to perform pipe inspection, payment shall be made under a separate line item and be based upon linear foot of pipe videoing. No additional payment will be made for cleaning new stormwater pipe systems.

END OF SECTION 02600

SECTION 02800 - FENCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. *Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 550 and Standard Plans, Index 550-001 through 550-004, Latest Editions*

1.2 SUMMARY

- A. This Section includes, but is not limited to, the following:
 - 1. Chain link fence
 - 2. Farm Fence
 - 3. Wood privacy fence
- B. Where existing fences are to be relocated, but existing materials are deteriorated or damaged, fencing shall be replaced in kind or as specified by the County.

1.3 PROJECT CONDITIONS

- A. Traffic: Conduct fencing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities and to minimize disturbance of the activities of adjacent property owners. Do not close or obstruct streets, walks, or other occupied or used facilities without prior approval.
- B. Security: Do not leave any fence unfinished or incomplete which might allow the escape of livestock or household pets, access to a private/public pool or pond, etc. without temporary measures in place during construction.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver material in manufacturer's original packaging with all tags and labels intact and legible.
- B. Handle and store material in such a manner as to avoid damage.

PART 2 – PRODUCTS / MATERIALS

2.1 CHAIN LINK FENCING

Chain link fence shall meet the requirements of FDOT Standard Plans, Index 550-

002.

2.2 CHAINLINK GATES

- A. Swing Gates: Per FDOT Standard Plans, Index 550-002, as modified herein, construct of 1.625" o.d. steel pipe galvanized in accord with ASTM A-53 and weighing 2.27 pounds per lineal foot. Provide gates more than 8 feet wide with either intermediate members or diagonal truss rods. Provide gates less than 8 feet wide with truss rods or intermediate braces. Arrange latches for padlocking to provide accessibility from both sides of the gate. Where a double swing gate is called out, construct concrete anchor rod base 8" in diameter and 4" deep flush with top of ground. Opening in base for rod shall accommodate standard size in accordance with manufacturer and shall be PVC or galvanized steel pipe.
- B. Slide Gates: shall be constructed per FDOT Standard Plans, Index 550-003.

2.3 CHAINLINK ACCESSORIES

Post Tops: pressed steel, or malleable iron. Where top rail is used, provide post tops to permit passage of top rail.

2.4 FARM FENCING

Farm Fencing shall meet the requirements of FDOT Standard Plans, Index 550-001.

2.5 WOOD PRIVACY FENCE

- A. Where existing fences are to be relocated, but existing materials are deteriorated or damaged, fencing shall be replaced in kind or as specified by the County.
- B. Shall be constructed as per industry standard with proper clearance below fence so as not to impede stormwater flow.

PART 3 - EXECUTION

3.1 CHAIN LINK FENCING

Chain link fence shall meet the requirements of FDOT Standard Plans, Index 550-002.

- A. Drill holes for post footings in firm, undisturbed or compacted soil.
- B. Place concrete around posts in a continuous pour, tamp for consolidation. Check each post for vertical and top alignment.
- C. Set Keepers, stops, sleeves and other accessories into concrete as required.

- D. Topping of the fence with barbed wire shall not be included unless specifically shown on the plans.
- E. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
- F. Tension Wire: Install tension wires before stretching fabric and tie to each post with ties or clips.
- G. Fabric: Pull fabric taut 2 inches above grade level and tie to posts, rails, and tension wires. Attach fabric to terminal or gateposts by a stretcher bar and clip to other framework so that fabric remains in tension after pulling force is released.
- H. Hinge gates to swing through 180 degrees from closed to open.

3.2 FARM FENCING

- A. General installation shall be in accordance with FDOT Standard Plans, Index 550-001.
- B. Fence shall be installed with wire side to the private property side.
- C. Topping of the fence with barbed wire shall not be included unless existing farm fence includes barbed wire topping.

3.3 WOOD PRIVACY FENCING:

Shall be constructed as per industry standard with proper clearance below fence so as not to impede stormwater flow.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. GENERAL

The quantities to be paid for will be either the number of gates, the length of each type of fence, the number of corner post assemblies, constructed and accepted for the length of each type of fence with all other items necessary for construction as incidental. In addition, extra payment will be made, for additional lengths of post approved by the County.

B. MEASUREMENT OF FENCE LENGTH

The length of fence to be paid for will be measured along the bottom of the fabric, out-to-out of end posts, in the completed and accepted fence.

Measurement for Resetting Fence will be the actual length of existing fence reset, including gates when applicable.

C. CORNER POST ASSEMBLIES, PULL, AND END POST ASSEMBLIES

The number of corner post assemblies and of pull and end post assemblies to be paid for will be the number of such post assemblies constructed and accepted.

4.2 BASIS OF PAYMENT

A. BASIC ITEMS OF FENCING

The contract unit price will be full compensation for all work and materials necessary for the complete installation, including line posts, but not including the corner, end, and pull posts and the assemblies thereof.

B. ITEMS OF POST ASSEMBLIES

The Contract unit prices for the items of Corner Post Assemblies and, Pull and End Post Assemblies will include the posts and the complete assemblies therewith for each such item. Approach posts and brace posts will be considered as part of the assembly of the corner, end, or pull post serves as a brace in more than one horizontal line.

C. PAYMENT RATES FOR EXTRA-LENGTH POSTS

For any length of posts in excess of the standard length for each post, approved by the Engineer as provided above, payment will be made for each foot in excess of the standard length at the percentage of the Contract unit price per foot for the item of Fencing, as shown in the following schedule:

Total Post Length	Steel and Aluminum Posts	Recycled Plastic & Timber Posts
Standard up to 14'	50%	60%
Between 14' – 20'	60%	80%
Over 20' *	*	*

*When the length of post exceeds 20 feet, the work of finishing and installing such posts and the costs incidental thereto will be paid for as unforeseeable through a change order.

The standard length of steel, recycled plastic and aluminum posts will be the required length as indicated in the plans for each type and case.

The above provisions for extra length payment will apply to end, corner and pull posts.

The payment for additional length of post will include the cost of additional concrete to extend concrete bases, as applicable.

D. GATE PAYMENT

The quantities to be paid for will be full compensation for all labor, materials, posts and associated hardware for the complete installation of the type gate specified in the plans and accepted by the County.

END OF SECTION 02800

SECTION 02900 - GRASSING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specifications Sections apply to this Section.
- B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, Section 570 and Section 981, *Latest Edition*

1.2 SUMMARY

Extent of grassing work is as specified or shown on the construction plans. Sodded areas disturbed during construction shall be re-sodded to match existing. Areas disturbed beyond specified construction area shall be sodded, at no additional expense, either to match existing or as per County direction.

1.3 SUBMITTALS

See paragraph 1.9A *Quality Control/Quality Assurance Submittals*, Section 1300.

1.4 DELIVERY AND STORAGE

- A. General: Seed, fertilizer, sod and other grassing materials shall be stored under cover and protected from damaged which would make them unacceptable for use.
- B. Seed: All seed shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitation for bids. All seed shall be furnished in sealed standard containers unless exception is granted in writing. Seed, which has become wet, moldy, or otherwise damaged in transit or in storage, shall not be used.
- C. Fertilizer: Fertilizer shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer, which becomes caked or otherwise damaged, making it unsuitable for use, shall not be used.
- D. Sod: Do not use sod which has been cut (stripped) for more than 48 hours. Stack all sod that is not planted 24 hours after cutting and maintain proper moist condition.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Lime: Lime shall be ground limestone (Dolomite) containing not less than 85 percent of total carbonates, and shall be ground to such a fineness that 50-percent will pass a 100-mesh sieve and 90-percent will pass a 20-mesh sieve.
- B. Fertilizer: Apply fertilizer at the following rates:
 10-10-10 1000 lbs/acre=0.2 lbs/sq yd
 13-13-13 770 lbs/acre=0.16 lbs/sq yd
- C. Seed: Apply seed at the rate as specified:

GRASS SEEDING RATES (Lbs/Ac)								
TYPE OF SEED	ZONE I				ZONE II			
	COASTAL*		INLAND		COASTAL*		INLAND	
	Mar.- Nov.	Nov.- Mar.	Mar.- Nov.	Nov.- Mar.	Mar.- Nov.	Nov.- Mar.	Mar.- Nov.	Nov.- Mar.
PERMANENT GRASSES								
Unhulled Bermuda**		90		20		90		20
Hulled Bermuda**	60		15		60		15	
Bahia (Argentine or Pensacola)			180	180			180	180
QUICK GROWING GRASS								
Annual Rye Grass		90		90		90		90
TOTAL POUNDS PER ACRE	60	180	195	290	60	180	195	290
* Locations where salt sensitive plants may be adversely affected by high concentrations of salt in soils, water, or air. This may include seaside locations, low-lying areas subjected to periodic saltwater inundation from storms or high tides, or where salt intrusion into groundwater supply has occurred.								
** Bermuda shall not be used in areas adjacent to existing or proposed landscaping.								
NOTE: All seeding shall be performed meeting the requirements of Section 570 of the Standard Specifications								

Activities such as clearing, grading, and excavating that will disturb one or more acres of land require coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities from the Florida Department of Environmental Protection, and implementation of appropriate pollution prevention measures to minimize erosion and sedimentation. Please refer to the National Pollutant Discharge Elimination System (NPDES) Permit.

- D. Mulch: The mulch material shall be dry straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass, hay or compost; and shall be free from noxious weeds and plants. Any plant officially listed, as being

noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Furnish to the engineer, prior to incorporation onto the project, a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the Mulch materials are free of noxious weeds. Any such noxious plant or plant part found to be delivered shall be removed by the Contractor at his expense. Only undeteriorated mulch, which can readily be cut into the soil, shall be used. The "air-dry" weight (as defined by the Technical Association of the Pulp and Paper Industry, for wood cellulose) shall be marked on each package by the producer. Apply mulch at a rate of 2 ton/acre or 1 lb/sq yd.

- E. Sod: All sod shall be healthy Centipede Sod unless otherwise required. Sod shall be strongly rooted, free of weeds and undesirable grasses and capable of providing vigorous growth and development when planted. Sod shall match existing species where restoration is required as a result of the Contractor's work.

PART 3 - EXECUTION

3.1 REQUIREMENTS

All areas disturbed by the Contractor's operations, shall be grassed, unless otherwise noted.

3.2 PLANTING SEED

- A. Grading: Areas to be grassed shall be graded to remove depressions, undulations, and irregularities in the surface before grassing. Adhere to grades as shown on plans.
- B. Tillage: The area to be grassed shall be thoroughly tilled to a depth of four inches using a plow and disc harrow or rotary tilling machinery until a suitable bed has been prepared and no clods or clumps remain larger than 1½ inches in diameter. Remove sticks, roots, and rubbish.

Applying Lime: The pH of the soil shall be determined. If the pH is below 5.0, enough lime shall be added to provide a pH between 5.5 and 6.5. The lime shall be thoroughly incorporated into the top three to four inches of the soil. Lime and fertilizer may be applied in one operation.

- C. Applying Fertilizer: Fertilizer shall be applied in accordance with the rates specified in Part 2 and shall be thoroughly incorporated into the top three to four inches of soil before sod is installed. FDOT Section 982.
- D. Seed and Mulch: Apply in accordance with the rates specified in Part 2.
- E. Maintenance: Maintenance shall begin immediately following the last operation of grassing and continue until final acceptance. Maintenance shall include watering, mowing, replanting, and all other work necessary to produce a

uniform stand of grass, all at the contractor's expense.

3.3 PLACING SOD

- A. Use Centipede sod (*Eremochloa ophiuroides*) unless otherwise required. The sod shall have a thick mat of roots (minimum 2") with enough adhering soil to assure growth. Apply sod within 48 hours of stripping. Protect sod against drying and breaking of rolled strips.
- B. Placement: Prepare the ground by loosening the soil. Place sod perpendicular to the slope. Place sod on the prepared soil to form a solid mass with tightly fitted joints. Ensure the butt ends and sides of sod strips do not overlap. The seam should have a flush tight transition from new to existing sod with no overlap. Stagger strips to avoid a continuous downhill seam. Tamp or roll lightly to ensure contact with subgrade. Tamp the outer edges of the sodded area to produce a smooth contour. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass. Water sod thoroughly with a fine spray immediately after planting.
- C. Pinning: All sod placed on a slope steeper than 3:1 shall be pinned, at the top of the sod, at a rate listed in the table below:

Sod Size	Pins Required
Square Sod	2 pins per sod square
Mini Roll	3 pins per roll
Standard Rolls	1 pin per linear foot

- D. Watering: Keep sod continuously moist to a depth below the root zone for three weeks after placement. If there is no water available to the site, the Contractor shall provide the water. Do not water in excess of 1" (one inch) per square yard per week for establishment.
- E. Clean-Up: All excess soil, excess grass materials, stones, pallets and other waste shall be removed from the site daily and not allowed to accumulate. Paved areas shall be kept clean at all times.
- F. Maintenance: Maintain sod by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, re-grading, and re-planting as required to establish a lawn free of eroded or bare areas and acceptable to the County. Where inspected work and materials do not comply with requirements, replace rejected work and continue maintenance until re-inspected by County and found to be acceptable. Remove rejected materials promptly from the project site. FDOT Section 570-4.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be for the following items, completed and accepted: square yards of seeding, square yards of seeding and mulching, and square yards of sodding.

4.2 BASIS OF PAYMENT

Prices and payments will be full compensation for all work and materials specified in this Section.

END OF SECTION 02900

SECTION 03300 – PORTLAND CEMENT CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
- B. Florida Department of Transportation, *Material's Manual, Chapter 9.2, Volume II*, and *Standard Specifications for Road and Bridge Construction, Section 346, 347, 350, 400, 522, & 925, Latest Edition*.

1.2 SUMMARY

This Section includes concrete work for the following:

1. Roadways
2. Parking lots
3. Curbs and gutters
4. Walkways
5. Pads
6. Flumes
7. Curb Ramps
8. Cast in Place Structures

1.3 SUBMITTALS

- A. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials, and others if requested by the County.
- B. Design mixes for each class of concrete. Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Material certificates in lieu of material laboratory test reports when permitted by the County. Material certificates shall be signed by manufacturer and Contractor certifying that each material item complies with or exceeds requirements. Provide certification from admixture manufacturers that chloride content complies with requirements.

1.4 PROJECT CONDITIONS

- A. Traffic Control: Comply with requirements of Escambia County Specification, Section 04060, "Maintenance of Traffic."

- B. Utilize flagmen, barricades, warning signs and warning lights as required, as shown on plans, or as directed by the County.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Concrete shall conform to requirements of FDOT Standard Specification, Sections 346, 347, & 522 for curbs, gutters, sidewalks, structures and miscellaneous concrete.
- B. Concrete for pavement shall conform to requirements of FDOT Standard Specification, Section 350.
- C. Curb Ramps shall conform to FDOT Standards Plans Index 522-502.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars and Tie Bars: ASTM A615, Grade 60, deformed.
- B. Welded Steel Wire Fabric: ASTM A185.
 - 1. Furnish in flat sheets, not rolls.
- C. Deformed-Steel Welded Wire Fabric: ASTM A497.
- D. Fabricated Bar Mats: Welded or clip-assembled steel bar mats, ASTM A184. Use ASTM A615, Grade 60 steel bars, unless otherwise indicated.
- E. Joint Dowel Bars: Plain steel bars, ASTM A615, Grade 60. Cut bars true to length with ends square and free of burrs.
- F. Hook Bolts: ASTM A307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- G. Supports for Reinforcement: Chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars, welded wire fabric, and dowels in place. Use wire bar-type supports complying with CRSI specifications. Use supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

- A. Portland Cement: Type I, Type IP, Type IS, Type IP (MS), Type II, or Type III
 - 1. Use one brand of cement throughout Project.
 - 2. All concrete shall develop a 28-day compressive strength of 3000 psi

for non-structural (NS). If any concrete should fail to meet the strength requirement the structure shall be removed as necessary to remove the defective concrete and shall then be rebuilt at the Contractor's expense.

- B. Fly Ash: ASTM C618, Class C or Class F.
- C. Normal-Weight Aggregates: ASTM C33, Class 4, and as follows. Provide aggregates from a single source.
 - 1. Maximum Aggregate Size: 1-1/2 inches.
 - 2. Do not use fine or coarse aggregates that contain substances that cause spalling.
 - 3. Local aggregates not complying with ASTM C33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Engineer.
- D. Water: Potable.
- E. Fiber Reinforcement: Synthetic fibers engineered and designed for secondary reinforcement of concrete slabs, complying with ASTM C1116, Type III.

2.4 ADMIXTURES

- A. Provide concrete admixtures that contain no more than 0.01 percent chloride ions.
- B. Air-Entraining Admixture: ASTM C260, certified by manufacturer to be compatible with other required admixtures.
- C. Water-Reducing Admixture: ASTM C494, Type A.
- D. High-Range Water-Reducing Admixture: ASTM C494, Type F or Type G.
- E. Water-Reducing and Accelerating Admixture: ASTM C494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C494, Type D.

2.5 CONCRETE MIX

Prepare design mixes for each type and strength of normal-weight concrete per FDOT Standard Specification, Section 346-6.2 and FDOT Material's Manual, Chapter 9. 2, Volume II. Use a qualified independent testing laboratory for preparing and reporting proposed mix designs. Do not use the Owner's field quality-control testing laboratory as the independent testing laboratory.

- A. Fiber Reinforcement: Add to mix at rate of 1.5 lb./cu.yd. unless manufacturer recommends otherwise.

- B. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, project conditions, weather, test results, or other circumstances warrant.

2.6 CONCRETE MIXING

Ready-Mixed Concrete: Comply with requirements of FDOT Specification, Section 346-7 and FDOT Material's Manual, Chapter 9.2, Volume II.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION FOR CONCRETE PAVEMENT

- A. Proof-roll prepared base or subgrade surface to check for unstable areas and verify need for additional compaction. Do not begin concrete work until such conditions have been corrected and are ready to receive paving.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install enough forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork and screeds for grade and alignment to following tolerances:
 - 1. Top of Forms: Not more than 1/8 inch in 10 feet.
 - 2. Vertical Face on Longitudinal Axis: Not more than 1/4 inch in 10 feet.
- C. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

3.3 PLACING REINFORCEMENT

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement. Comply with FDOT Specification, Section 350-7.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Secure reinforcement against displacement by formwork, construction, or concrete placement operations.

Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Maintain minimum cover to reinforcement.

- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction. Use of chairs is required. Welded wire fabric shall not be "pulled" to center of slab.
- E. Install fabricated bar mats in lengths, if practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

- A. General: Construct control (contraction) joints, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.
- B. Control (Contraction) Joints: Control joints are grooved, formed, or sawed into sidewalks, driveways and concrete pavements so that cracking will occur in these joints randomly. If not specified on drawings, intervals shall be not greater than 10 feet or less than 5 feet. Construct control joints for a depth equal to at least 1/4 of the concrete thickness, as follows:
 - 1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8- inch-wide joints into hardened concrete when cutting action will not tear, abrade, spall or otherwise damage surface and before development of random contraction cracks.
 - 3. Inserts: Form contraction joints by inserting pre-molded plastic, hardboard, or fiberboard strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips or caps of two-piece assemblies after concrete has hardened. Clean groove of loose debris.
- C. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than 1/2 hour unless paving terminates at isolation joints.
 - 1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless indicated otherwise. Embed keys at

least 1-1/2 inches into concrete.

2. Continue reinforcement across construction joints unless indicated otherwise.
- D. Expansion Joints: Form expansion joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
1. Locate expansion joints at intervals of 30 feet, unless indicated otherwise or directed by County.
 2. Extend joint fillers full width and depth of joint, not less than ½ inch or more than 1 inch below finished surface where joint sealant is indicated. Place top of joint filler flush with finished concrete surface when no joint sealant is required.
 3. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.
 4. Protect top edge of joint filler during concrete placement with a metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- E. Filler and Sealants: Submit specifications to Engineer for approval.
- F. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one half of dowel length to prevent concrete bonding to one side of joint.

3.5 CONCRETE PLACEMENT

- A. Comply with requirements of FDOT Specification, Sections 350-8 and 400-7 for placing concrete.
- B. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place. No concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. Deposit concrete as nearly as practical to its final location to avoid segregation. When concrete placing is interrupted for more than ½ hour, place a construction joint.
- C. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- D. Consolidate concrete by mechanical vibrating equipment supplemented by

hand-spading, rodding, floating, or tamping. Use equipment and procedures to consolidate concrete complying with FDOT Standard Specification, Section 350-9.

- E. Screed paved surfaces with a straightedge and strike off. Use bull floats or darby screeds to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.
- F. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer or use bonding agent if acceptable to County.
- G. Curbs and Gutters: Shall be constructed in accordance with FDOT Specs. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete.
- H. Slip-Form Pavers: When automatic machine placement is used for paving, submit revised mix design and laboratory test results that meet or exceed requirements. Produce paving to required thickness, lines, grades, finish, and jointing as required for formed paving. Compact subgrade with enough width to prevent displacement of paver machine during operations.
- I. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength, or enough strength to carry loads without damage or injury. Maturity Method Testing, as outlined in FDOT Standard Specification, Section 353-10.2, should be used to determine concrete strength.
- J. Cold-Weather Placement: Comply with provisions of FDOT Standard Specification, Sections 346-7.4 and 400-7.1.1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
- K. Hot-Weather Placement: Place concrete complying with FDOT Standard Specification, Sections 346-7.5 and 400-7.1.2, and as specified when hot weather conditions exist.

3.6 CONCRETE FINISHING

- A. Float Finish: Begin floating when bleed-water sheen has disappeared, and the concrete surface has stiffened sufficiently to permit operations. Float surface

with power-driven floats or by hand -floating if area is small or inaccessible to power units. Finish surfaces to true planes within a tolerance of 1/8 inch in 10 feet as determined by a 10-foot-long straight-edge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Refloat surface immediately to a uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across concrete surface perpendicular to line of traffic to provide a uniform fine line texture finish.
 2. Tine Finishes: Apply to curb cut ramps and other areas as noted on the drawings. Finish shall be applied by an approved hand method and shall consist of transverse grooves which are 0.03 to 0.12 inch in width and 0.10 to 0.15 inch in depth, spaced at approximately 1/2 inch center to center.
- B. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to the following radius. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks on concrete surfaces. Radius: 1/2 inch.

3.7 CONCRETE PROTECTION AND CURING

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of FDOT Specification, Sections 350-11 and 925.

3.8 QUALITY CONTROL TESTING

- A. A qualified, accredited testing and inspection laboratory, under the direction of a Professional Engineer, licensed in the State of Florida, shall sample materials, perform tests, and submit test reports during concrete placement as follows:
1. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with A STM C94. All concrete should be sampled by ACI certified technicians.
 - a. Slump: ASTM C143; one test at point of placement for each compressive strength test but no less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
 - b. Air Content: ASTM C231, pressure method; one test for each compressive-strength test but no less than one test for each day's pour of each type of air-entrained concrete.
 - c. Concrete Temperature: ASTM C1064; one test hourly when air temperature is 40°F (4°C) and below and when 80°F (27°C) and

above, and one test for each set of compressive strength specimens.

- d. Compression Test Specimens: ASTM C31; one set of four standard cylinders for each compressive- strength test, unless directed otherwise. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.
- e. Compressive Strength Tests: ASTM C39; one set for each day's pour of each concrete class, plus one set for each additional 50 cu. yd. Test one specimen at 7 days, two specimens at 28 days, and retain one specimen in reserve for earlier or later testing if required. Class NS compression test specimens' cylinders are not required, except as directed by County.
- f. Contractor shall repair the area to the satisfaction of the Engineer where material was removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall pay for retesting of same.

2. Basis for acceptance of concrete will be per FDOT Specification Sections 346-8 through 346-11.

- B. Test results will be reported in writing to the County, within 24 hours of testing. Reports of compressive strength tests shall contain the Project identification name and number, date and location of concrete placement, name of concrete testing laboratory, concrete type and class, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day and 28- day tests.
- C. Nondestructive Testing: Non-destructive test methods may be used with approval of the Engineer but shall not be used as the sole basis for acceptance or rejection.
- D. Additional Tests: The testing laboratory will make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Engineer. Testing laboratory may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed.

3.9 REPAIRS AND PROTECTION

- A. Remove and replace concrete work that is broken, damaged, or defective, or does not meet the requirements of this Section.
- B. Drill test cores where directed by the County when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory

concrete areas with Portland cement concrete bonded to paving with epoxy adhesive.

- C. Protect concrete from damage. Exclude traffic from concrete pavement for at least 14 days after placement. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete work free of stains, discoloration, dirt, and other foreign material. Sweep concrete paving not more than 2 days prior to date scheduled for Substantial Completion inspections.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the plan quantity, in square yards, of Plain Cement Concrete Pavement, Reinforced Cement Concrete Pavement, square yards of sidewalk, and linear feet of curb and/or gutter.

4.2 JOINTS AND CRACKS

The Contractor shall include the cost for Cleaning and Sealing Joints in the cost of the newly constructed pavement for: (1) transverse and longitudinal joint construction for new pavement; and (2) abutting joints between existing pavement and new pavement.

For replacing joint seals and sealing random cracks in existing Portland cement concrete pavement, the quantity to be paid for will be as specified below:

- A. The length of pavement joint that has been satisfactorily cleaned and sealed in existing Portland cement concrete pavement, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Resealing Joints.
- B. The length of random cracks in existing Portland cement concrete pavement that have been satisfactorily cut, cleaned, and sealed, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Sealing Random Cracks.

4.3 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including any preparation of the subgrade not included in the work to be paid for under another Contract item; all transverse and longitudinal joint construction, including tie-bars and dowel bars; the furnishing of test specimens; repair of core holes; and all incidentals necessary to complete the work.

END OF SECTION 03300

SECTION 03310 – TIED CONCRETE BLOCK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 SCOPE OF WORK

Scope of Work The Contractor shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of tied concrete erosion control mats in accordance with the lines, grades, design and dimensions shown on the Contract Drawings and as specified herein.

1.3 SUBMITTALS

- A. The Contractor shall submit to the Engineer all manufacturer's performance research results and calculations in support of the tied concrete block mat system. Calculations and shop drawings shall be provided by the manufacturer for the means and methods necessary to place the mats in accordance with PART 2.A and in accordance with the plans. The shop drawings shall indicate the size and location of mats and placement along with providing the details and how the mats are tied together and are to be moved.
- B. The Contractor shall furnish to the Engineer all manufacturers' specifications, literature, shop drawings for the installation of the mats, and any recommendations, if applicable, that are specifically related to this project.

PART 2 – PRODUCTS

2.1 PRODUCTS

- A. General Tied concrete block mats shall be manufactured, or field fabricated, from individual concrete blocks tied together with a high strength geogrid.

Each block shall be tapered, beveled and interlocked. Each block shall incorporate interlocking surfaces or connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

- B. Tied Concrete Block Mat

- 1. Scope: This specification covers concrete blocks for erosion control mats used for stabilizing channels.
- 2. Materials Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:

- a. Portland Cements: Specification C 150, for Portland Cement.
- b. Blended Cements: Specification C 595, for Blended Hydraulic Cements.
- c. Hydrated Lime Types: Specification C 207, for Hydrated Lime Types.
- d. Pozzolans: Specification C618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.

Aggregates shall conform to the following ASTM specifications, except that grading requirements shall not necessarily apply:

- a. Normal Weight: Specification C 33, for Concrete Aggregates.
2. Physical Requirements Durability. The manufacturer shall satisfy the purchaser by proven field performance that the concrete units have adequate durability even if they are to be subjected to a freeze-thaw environment.

TABLE 1. PHYSICAL REQUIREMENTS			
Compressive Strength Net Area Min. psi (mPa)		Compressive Strength Net Area Min. ft3 (kg/m3)	
Avg. OF 3 Units	Individual Unit	Avg. OF 3 Units	Individual Unit
4,000 (27.6)	3,500 (24)	10 (160)	12 (192)

3. Visual Inspection: All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of handling in shipment and delivery, shall not be deemed grounds for rejection.
4. Sampling and Testing: The purchaser or his authorized representative shall inspect the units upon delivery. Units missing more than 4 blocks per 80 square feet section shall be deemed grounds for rejection.
5. The tied concrete block mats shall have one or more of the following nominal characteristics: Minimum open area of 10%.

The tied concrete block mat shall exhibit resistance to mild concentrations of acids, alkalis, and solvents.

Polypropylene Geogrid Revetment mat shall be constructed of high tenacity, low elongating, and continuous filament polypropylene fibers.

Interlocking geogrid shall have the following physical characteristics:

- a. Mass/Unit Area: ASTM D-5261 7.0 oz/yd² 240 g/m²
- b. Aperture Size: Measured 1.6 x 1.6-inch 40 x 40 mm

- c. Wide Width Tensile Strength:
Machine Direction (MD) ASTM D-6637 2,055 lb/ft 30 kN/m
Cross Machine Direction (CMD) ASTM D-6637 2,055 lb/ft 30 kN/m
- d. Elongation at Break: ASTM D-6637 6% 6%
- e. Tensile Strength @ 2%:
Machine Direction (MD) ASTM D-6637 822 lb/ft 12 kN/m
Cross Machine Direction (CMD) ASTM D-6637 822 lb/ft 12 kN/m
- f. Tensile Strength @ 5%:
Machine Direction (MD) A STM D-6637 1,640 lb/ft 24 kN/m
Cross Machine Direction (CMD) ASTM D-6637 1,640 lb/ft 24 kN/m
- g. Tensile Modulus @ 2%:
Machine Direction (MD) ASTM D-6637 41,100 lb/ft 600 kN/m
Cross Machine Direction (CMD) ASTM D-6637 41,100 lb/ft 600 kN/m
- h. Tensile Modulus @ 5%:
Machine Direction (MD) ASTM D-6637 32,900 lb/ft 480 kN/m
Cross Machine Direction (CMD) ASTM D-6637 32,900 lb/ft 480 kN/m

NOTE: Polypropylene geogrid shall be determined by the manufacturer.

Tied concrete block mats are packaged in rolls. These are packaged with high strength lifting straps for moving material into place with an excavator.

PART 3 – CONSTRUCTION

- A. Prior to placing the tied concrete block mats, prepare the sub grade as detailed on the plans. All subgrade surfaces prepared for placement of mats shall be smooth and free of all rocks, stones, sticks, roots, other protrusions, or debris of any kind.
- B. The prepared surface shall provide a firm unyielding foundation for the mats with no sharp or abrupt changes or breaks in the grade.
- C. Apply seed directly to the prepared soil prior to installation of the Tied Concrete Block Mat. Use seed per project specifications.
- D. Install mats to the line and grade shown on the plans and according to the manufacturer's installation guidelines.

- E. The manufacturer will provide technical assistance during the slope preparation and installation of the tied concrete block mats as needed.
- F. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The completed work as described shall be measured and paid for at the contract unit price per square yard.

4.2 BASIS OF PAYMENT

Prices and payment for Tied Concrete Block Material will be full compensation for all work (including but not limited to labor, equipment, and materials) specified in this Section, including any preparation of the Subgrade not included in the work to be paid for under another Contract item, and all incidentals necessary to complete the work.

END OF SECTION 03310

SECTION 03350 – PERVIOUS CONCRETE PAVING

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work to be completed under this contract includes the furnishing of all labor, materials and equipment necessary for the construction of the dual- use system in accordance with the plans and these specifications.

1.2 REFERENCES

A. Environmental Protection Agency (EPA)

1. Green Infrastructure - Statement of Intent

B. National Institute of Building Sciences (NIBS)

1. Federal Green Construction Guide for Specifiers

C. American Concrete Institute (ACI)

1. ACI 305 "Hot Weather Concreting"
2. ACI 306 "Cold Weather Concreting"
3. ACI Flatwork Finisher Certification Program
4. ACI Field Technician Certification Program

D. American Society for Testing and Materials

1. ASTM C33 "Specification for Concrete Aggregates"
2. ASTM C94 "Specification for Ready-Mixed Concrete"
3. ASTM C150 "Specification for Portland Cement"
4. ASTM C494 "Specification for Chemical Admixtures for Concrete"
5. ASTM C595 "Specification for Blended Hydraulic Cements"
6. ASTM D3385 "Test Method for Infiltration Rate of Soils Using Double-Ring Infiltrometer"

E. National Ready Mixed Concrete Association (NRMCA)

1. Pervious Concrete Contractor Certification Manual

1.3 QUALITY ASSURANCE

Prior to the award of contract, the proposed contractor must submit evidence of having the appropriate tools, and experience, to accomplish the work. Experience will be based on at least one person, in charge of the crew, being NRMCA Certified as a Pervious Concrete "Craftsman", plus two crew members being Certified by the NRMCA as Pervious Concrete Technicians.

1.4 SPECIAL EQUIPMENT

- A. Contractor must show evidence of having the specialized equipment required for the installation of Pervious Concrete Pavements. Pervious Concrete is finished and jointed using three classes of specialized rollers. These rollers consist of form-to-form, steel-pipe rollers which are 8-inches to 12-inches in diameter, and smaller cross-rollers, with tapered edges. A special flanged-roller is used to place control joints in the previous concrete before the pavement is covered to moist-cure.
- B. Project may require the use of vibratory screeds. These screeds must provide an adjustment for the frequency of vibration.
- C. Project may require the use of a power-sprayer with a "fogging-nozzle" attachment.

1.5 SUBMITTALS

- A. All submittals shall be approved prior to construction.
- B. Plans shall be submitted to the County Engineer's Representative, by the Contractor indicating:
 - 1. Proposed Start Date, sequence of construction, and time of completion, for the scope of work.
 - 2. Proposed locations for all construction-joints, and control joints, in the pavement.
 - 3. Sections and Details showing depths, and types of materials, for all locations in the scope of work.
- C. A one-square-foot section of the proposed filter fabric shall be submitted to the County Engineer's Representative. Information regarding the properties of the material manufacturer, suggested method of placement and guarantees shall also be submitted with the fabric.
- D. A one-quarter-cubic-foot sample of the proposed washed, crushed-stone/gravel-fill for the infiltration basin (pavement base) shall be submitted to the County Engineer's Representative.

- E. A Mix-Design, showing the weights of all materials, for the proposed pervious concrete pavement shall be submitted to the County Engineer's Representative. It shall be the Contractor's responsibility to become familiar with the properties, and workability, of the proposed mix- design.
- F. Evidence of qualifications of the Contractor, as per the "Quality Assurance" section shall be submitted to the County Engineer's Representative.

1.6 TEST PANELS

A test panel shall be constructed by the Contractor and approved by the County Engineer's Representative. The test panel shall become the "standard" by which the Contractor's work is judged for completion of work and payment schedules.

- A. The test panel shall be constructed in accordance with the plans and specifications and shall be a minimum of 225 square-feet. Construction of the test panel shall be accomplished by the same crew, equipment and materials as submitted for approval. The depth of all materials shall be the same as shown on the plans.
- B. The cost of constructing, and removing (if necessary), the test panel shall be included in the contract bid.

PART 2 - MATERIALS

- 2.1 Filter Fabric: The filter fabric shall be a non-woven geotextile fabric suitable for the application and installed as per the manufacturer's directions.
- 2.2 Infiltration Basin Gravel-Fill: The Infiltration Basin shall be filled with clean (washed) gravel or crushed stone. The stone material shall be a single-size and have a diameter of from 3/4-inch to 2-inches and shall comply with ASTM C33. The total depth of the gravel-fill shall be indicated on the plans.
- 2.3 Pervious Concrete: The permeable pavement section shall consist of portland-cement based pervious concrete. Pervious concrete has no ACI or ASTM Specifications. It is therefore recommended that the guidelines for Ready-Mixed Concrete, ASTM C94, be used as a general guideline for the manufacturing and delivery of the pervious concrete. It is the responsibility of the Contractor to work with the local Ready-Mix suppliers to finalize a mix-design that will be acceptable for this project. If the mix-design is new to the local supplier, then at least three trial- batches shall be made before the decision is made to use that mix design. Both the Contractor, and the Supplier, must agree on the mix design before it is submitted to the County Engineer's Representative.

PART 3 – EXECUTION

- 3.1 Subgrade: The subgrade is defined as the native soil, or finished grade, of any cut-and-fill operation that may be required to bring the soil elevation to proper grade. The top of subgrade is also the bottom of the clean gravel. The final grade of the top of

subgrade shall be flat_(no slope), and at the proper elevation to allow for the thickness of the layer of gravel and the pervious concrete pavement. Final compaction of the subgrade shall take into effect the type of soil and permeability requirements, and requirements for pavement support. Compaction should be uniform, and not greater than 95%

- 3.2 Filter Fabric: The filter fabric shall be placed on top of the final grade by the Contractor following the Manufacturer's directions.
- 3.3 Infiltration Basin Gravel-Fill: The placement of the gravel should be done to minimize destruction of the filter fabric, and over-compaction of the subgrade. Compaction of the gravel is unnecessary.
- 3.4 Pervious Concrete: The Pervious Concrete, including any formwork requirements, placement, jointing and curing, shall be done in accordance with the NRMCA "Pervious Concrete Contractor Certification" guidelines. It is the responsibility of the Contractor to become familiar with the NRMCA document to gain the knowledge required to properly place and finish pervious concrete pavements. The inclusion of the requirements, as set forth in the NRMCA document, becomes an integral part of these specifications.
- 3.5 Testing: The testing requirements for pervious concrete are generally for permeability and durability. Testing of the fresh pervious concrete is a visual test. The Contractor must have the basic knowledge of what constitutes a proper mix by a visual inspection when the material arrives on the jobsite. Traditional tests for fresh concrete, such as slump and air content, and making cylinders & beams for strength tests are not required for pervious concrete.
- 3.6 Maintenance: Maintenance of the paving during construction is the Contractor's responsibility. The pervious concrete pavement should be checked periodically for buildup of trash and debris. Trash and debris should be removed from the pavement by hard-vacuum systems as required. The pavement should be pressure-washed with the residue being removed by wet-vacuuming within seven (7) days of requesting final acceptance by the County Engineer.

END OF SECTION 03350

SECTION 04000 - TRAFFIC CONTROL SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the work orders, plan sheets, or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:
 - 1. USDOT, Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition.*
 - 2. USDOT, Federal Highway Administration, *Standard Alphabets for Highway Signs and Pavement Markings, Latest Edition.*
 - 3. Florida Department of Transportation, *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Latest Edition.*
 - 4. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, section 700, Latest Edition.*

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide). The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County for prior approval.

PART 3 - EXECUTION

3.1 UTILITY SPOTS

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida (811 or 800-432-4770) at least 48 hours prior to digging or driving posts.

3.2 SIGN INSTALLATION

- A. Signs shall be placed at the locations illustrated and/or specified in the plans or related documents. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- B. If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the County for an alternate location.
- C. The date when each sign is installed shall be marked in permanent ink on the rear side of each sign.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantity to be paid for will be plan quantity, unless otherwise provided.

4.2 BASIS OF PAYMENT

Price and payment will constitute full compensation for all work specified in this section. Payment for all items relating to traffic control signs will be included in the lump sum Maintenance of Traffic pay item.

END OF SECTION 04000

SECTION 04020 - POST MOUNTED STREET NAME SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:
 - 1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition.*
 - 2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings, Latest Edition.*
 - 3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700, Latest Edition.*
 - 4. FDOT *Design Standards for design, Construction, Maintenance, and utility operations on the State Highway System, Latest Edition.*
 - 5. Escambia County *Standard Details for Street Name Signs, Latest Edition.*

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of post mounted street name signs as shown or noted on plans. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense, shall, if requested by the County, furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County Contract Administrator for prior approval.

Sign-blades reflective sheeting and posts shall conform to the details for street name signs.

PART 3 - EXECUTION

3.1 UTILITY SPOTS

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida (811 or 800-432-4770) at least 48 hours prior to digging or driving posts.

3.2 SIGN LAYOUT AND LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards. For street name signs, lettering, border and blade dimensions shall be consistent with the County's standard detail for street name signs.

3.3 SIGN INSTALLATION

- A. Signs shall be placed at the typical locations shown in the plans. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- B. If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the County for an alternate location.
- C. The Contractor shall submit a *Fabricate, Install, and Removal Daily Report Sheet* (Exhibit D) of each sign installation placed for inspection by the County. Contractor shall repair or replace signs deemed unacceptable by the County, at no expense to the County.

3.4 REMOVAL OF SIGNS AND MARKERS

- A. Existing metal street name signs and painted concrete street name markers specified for removal shall be removed from the site, delivered, and unloaded, as directed by the County.
- B. Holes created by the removal of the signs and markers shall be filled with clean soil, which shall be firmly hand tamped to match the level of the surrounding ground.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be:

1. The number and type of street name sign assemblies plus the number and type of auxiliary signs of each designated class complete.
2. The number of existing metal street name signs and concrete markers removed, relocated, modified, and placed on specified supports, of each designated class of assembly complete.
3. The number of each existing sign panel removed, complete.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs in accordance with the details shown in the plans; including sign panels complete with sheeting, painting, and message; sign posts and supports, footings, excavation, etc.; and all other work specified in this Section, including all incidentals necessary for the complete item.

END OF SECTION 04020

SECTION 04030 – SPAN MOUNTED STREET NAME SIGNS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document.
 - 1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition.*
 - 2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings, Latest Edition.*
 - 3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700, Latest Edition.*
 - 4. FDOT *Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System, Latest Edition.*

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication of span mounted signs. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements except as defined herein. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material, the County may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the County for prior approval.

2.2 SIGN BLADES

1. 0.125 gauge, 5052-H38 domestic aluminum alloy, 18" in height by various lengths.
2. 0.50' radius rounded corners free of sharp edges.
3. Color and corrosion resistance per Alodine 1200 F treatment or approved equivalent.

2.3 SIGN FACING

The sign facing and legend may be fabricated by any of the following methods and materials:

- A. Green retro-reflectivity ink silk-screened onto white Diamond grade material.
- B. Green electronic cuttable prismatic sheeting film over white Diamond grade material.

PART 3 – EXECUTION

3.1 GENERAL

All street name signs shall be fabricated in accordance with the plans and related documents.

3.2 SIGN LAYOUT & LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards except as modified below for street names:

A. SIGN LAYOUT

1. Left and right margins shall be at least 2 inches.
2. Border width shall be 1" with 2" radius at all corners.
3. Arrows shall be 4" in height and 8" in length and placed 2" above the lower border.
4. Prefixes and suffixes shall be placed 3" below the upper border.

5. Sign lengths shall be in 6" increments as determined by the legend. Minimum length shall be 48 inches.

B. LETTERS

1. Letters shall be FHWA Series "C", upper and lower case. However, Clearview font should be available upon request.
2. Street Names: Initial letters shall be 12" upper case and subsequent letters shall be 9" lower case. Names shall be centered between the upper and lower borders.
3. Prefixes and suffixes: Initial letters shall be 4" upper case and subsequent letters shall be 3" lower case.
4. Suffixes "nd", "rd", "st", and "th" associated with numbered street names shall be 4" in height and positioned in the upper portion of the primary street name field.

3.3 SIGN INSTALLATION

- A. Signs shall be placed at the typical locations shown in the plans.
- B. If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the County for an alternate location.

3.4 REMOVAL OF SIGNS

Existing metal street name signs specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Engineer.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the number of square- feet of overhead signs span wire mounted, complete.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs in accordance with the details shown in the plans; including sign panels complete with sheeting, painting, and message; and all other work specified in this Section, including all incidentals necessary for the complete item.

END OF SECTION 04030

SECTION 04040 – PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:
 - 1. Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17359, *Latest Edition*.
 - 2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, *Latest Edition*.
 - 3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, *Latest Edition*.

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, *Latest Edition*.

2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, *Latest Edition*.

2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, *Latest Edition*.

2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, *Latest Edition*.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retroreflectivity

readings certifying the materials meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The engineer or project manager may specify a lump sum or measurement of quantities.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

END OF SECTION - 04040

SECTION 04060 - MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of the specifications, all materials and work shall conform to the applicable requirements in the following documents:
 - 1. *Florida Department of Transportation Design Standards, Latest Edition.*
 - 2. *Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 102, Latest Edition.*
 - 3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Part 6 Temporary Traffic Controls.*
 - 4. *FDOT Minimum Specifications for Traffic control and Devices, Latest Edition.*

1.2 SUMMARY OF WORK

The work under this section includes the maintenance of traffic within the limits of the project for the duration of construction.

PART 2 – PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 RESPONSIBILITIES OF CONTRACTOR

- A. Control and maintain traffic and provide for the safety of the work area in accordance with Maintenance of Traffic (MOT) Plan included in the contract documents. Contractor shall comply with all aspects of said plan. Conduct operations in a manner that will not interrupt pedestrian and vehicle traffic except as approved by the County Engineer/Traffic Division. Confine the work area to the smallest area practical to allow the maximum use of the street and sidewalk and to reduce any hazard to vehicles and pedestrians to a minimum.
- B. Maintain access to properties that adjoin the work. Contact property owners

and assure that access is coordinated prior to commencing work that may block access.

- C. Furnish all labor, materials, tools, supplies, equipment, and machinery needed to fully comply with the specifications described on the plan sheets and in this Section. At all times, the Contractor shall use workers and traffic control devices necessary to comply with all applicable provisions contained in the reference documents listed in Section 1.1.
- D. The Contractor shall notify the agencies and media listed below in writing, 48 hours in advance, of any work within the road right-of-way that may interfere with vehicle and/or pedestrian traffic.
 - 1. WCOA Radio – Tel: 478-6011; Fax: 478-3971
 - 2. Pensacola News Journal Tel: 435-8500; Fax: 435-8633; Email: news@pensacolanewsjournal.com
 - 3. Escambia County Emergency Management Tel: 471-6315; Fax: 471-6322; Email: bob_boschen@co.escambia.fl.us
 - 4. Escambia County Engineering Tel: 595-3440
 - 5. Escambia County Sheriff Tel: 436-9630; Fax: 436-9128; Email: traffic@escambiaso.com
 - 6. Florida Highway Patrol Tel: 484-5000; Fax: 393-3405; Email: stevepreston@flhsmv.gov
 - 7. Escambia County School District Tel: 469-5591; Fax: 469-5661; Email: transportation@escambia.k12.fl.us and rdoss@escambia.k12.fl.us
 - 8. Escambia County Administration Tel: 595-4900; Fax: 595-4908; Email: Cheryl_Lively@co.escambia.fl.us
 - 9. Escambia County Area Transit Tel: 595-3228; Fax: 595-3222; Email: Ted_Woolcock@co.escambia.fl.us

3.2 PENALTIES AND SUSPENSION OF WORK

The County may verbally direct the Contractor to immediately suspend work if appearance of violation of safety regulations is found. In such an event, Contractor shall immediately stop work and secure any potential hazards from the public until the potential violation is confirmed and/or corrected to satisfaction of the County. Law enforcement officers may be called to assist the County in suspending work if the Contractor is not responsive. Suspension of work for violation of safety

or additional payment.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Maintenance of Traffic: Where the plans require the use of trucks and truck mounted impact attenuators, these items will not be paid for separately but shall be included in the cost of Maintenance of Traffic. Only use those attenuators that have been tested by a facility approved by the Engineer and certified as meeting the requirements as specified in NCHRP 350 and that have been properly maintained.
- B. Law Enforcement Services: The quantity to be paid for will be at the Contract unit price per hour for the actual number of officers on the project site. Payment will be made only for those off-duty law enforcement officers specified in the MOT and authorized by the County.
- C. When the plans show more than one detour facility is included in the proposal, payment will be made under Maintenance of Traffic.
- D. Materials for Driveway Maintenance: The quantity to be paid for will be, in square yards, of all materials authorized by the County, acceptably placed and maintained for driveway maintenance. The quantity will be determined by in place measurement.

4.2 BASIS OF PAYMENT

- A. MAINTENANCE OF TRAFFIC (GENERAL WORK): Price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.
- B. LAW ENFORCEMENT: Prices and payment will be considered full compensation for the services of the off-duty law enforcement officer, including a marked law enforcement vehicle and all other direct and indirect costs.
- C. SPECIAL DETOURS: Price and payment will be full compensation for providing all detour facilities shown on the plans and all costs incurred in carrying out all requirements of this Section for general maintenance of traffic within the limits of the detour, as shown on the plans.

END OF SECTION 04060

SECTION 04090 – CONSTRUCTION OF TRAFFIC SIGNALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Unless otherwise specified by the County, or in other sections of this specification, all work shall conform with the applicable requirements in the following documents:
1. Florida Department of Transportation, *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Latest Edition.*
 2. FDOT, *Standard Specifications for Road and Bridge Construction, Latest Edition.*
 3. FDOT, *Minimum Specifications for Traffic Control Signals and Devices, Latest Edition.*
 4. United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways, Millennium Edition.*
 5. *National Electric Code*, including latest revisions.

1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of Work Orders that will identify a specific scope and location.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

- A. The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities and things necessary to fully complete the work described in this specification.
- B. The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition* shall apply.

2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans include installation of County-furnished equipment, the County will turn over such equipment to the Contractor when the construction progress allows or as designated in the plans. The County will bear the costs of correcting any defects in the equipment found by the Contractor. The Contractor will maintain the equipment in proper operational condition after pick-up at no cost to the County until either final acceptance or the equipment is returned to the County.

2.3 REMOVED PARTS AND EQUIPMENT

- A. Equipment that is removed and suitable for reuse shall be delivered to the County as indicated on the construction plans. Such equipment shall be tagged as to the location from which it was removed.
- B. Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
- C. Parts and equipment that are removed, not suitable for reuse, and without salvage value, shall be properly disposed by the Contractor, at his expense.

PART 3 - EXECUTION

3.1 QUALIFICATIONS

- A. The Contractor shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including closed-loop systems and video detection systems.
- B. All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the "Traffic Signal, Level II" level, or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

3.2 OPERATIONS

- A. The Contractor shall replace entire sidewalk slabs and driveway slabs, at the Contractor's expense, if they are damaged.
- B. All public land corners and monuments encountered shall be protected by the Contractor. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site. The Contractor

shall assume all costs associated with restoration of corners and monuments.

- C. The Contractor shall coordinate and perform service transfers and adjustments with Gulf Power Company.
- D. The Contractor shall remove all surplus materials from the right-of-way within 24 hours.

3.3 REPORTS

- A. The Contractor shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.
- B. Contractor shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

3.4 COMPLETION TIME

The Contractor shall complete work according to the schedule specified in the Work Order. Typically, completion time will be specified according to the representative schedule provided below.

- A. Construct school zone flashing beacon assembly (pedestal-mount): complete within 60 days.
- B. Construct new multi-phase traffic signal: Order equipment from vendors within 10 business days from date of Work Order. Complete installation within 30 days upon receipt of all equipment from vendors.
- C. Install signal head and/or cable to create a left-turn phase: complete within 30 days.
- D. Install new controller assembly: Order equipment from vendor within 5 business days from date of Work Order. Complete installation within 30 days upon receipt from vendor.
- E. Install pedestrian detector station with or without signals: complete within 30 days.
- F. Install new loop assembly: complete within 10 business days.

3.5 INSPECTION AND ACCEPTANCE OF WORK

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the *FDOT Standard Specifications for Road and Bridge Construction, Latest Edition*, shall apply unless otherwise specified in the Work Order.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

Measurement and payment of all items will be made in accordance with the current Construction and Response Maintenance Contract on file with the Escambia County Office of Purchasing.

END OF SECTION 04090

Appendix "A"

TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET

Intersection: _____

LOOP ASSEMBLY RESISTANCE

Loop Location/No. Resistance Series Resistance Insulation Resistance

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

GROUND ROD RESISTANCE

Rod Location

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

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Signature of Contractor's Representative
 IMSA Level II-Certified Technician

Date

**SAND-CLAY BASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).
(REV 1-1-00) (1-13)**

**SECTION 240
SAND-CLAY BASE**

240-1 Description.

Construct a base course composed of naturally or artificially mixed sand and clay.

240-2 Materials.

240-2.1 General: Meet the sand-clay material requirements as specified in Section 912. Before using any base course material, first have it tested by the Department's laboratory, then obtain the Engineer's approval.

240-2.2 Source of Materials:

240-2.2.1 Contractor's Option: The Department will generally furnish the areas for obtaining the sand-clay base material. The Contractor may either use such areas or provide other areas of his own choosing. The Contractor must absorb any increase in hauling or other costs for Contractor furnished material. If the Contractor elects to use the sand-clay base option, the Contractor shall furnish material from areas he provides.

240-2.2.2 Use of Department-Furnished Areas: The Department will not charge the Contractor for using Department-furnished pits. However, the Contractor shall provide and maintain all necessary roads for hauling material over the shortest practical route, as determined by the Engineer, to the points where the Contractor is using it. The Department will obtain any necessary property easements for haul roads from pits that it furnishes.

240-2.3 Excavation of Material Pits: Neatly excavate the material from the pits in accordance with the stakes set by the Engineer, and do not remove any material until the Engineer has set the stakes. Where the bottom is above the normal water table, shape it to a regular grade to prevent ponding of water.

240-2.4 Materials from Separate Sources: The Contractor may furnish areas consisting of a single source, containing material meeting the specified requirements (with proper manipulation of the various strata), or consisting of separate sources, requiring the mixing of the separate materials be mixed as directed by the Engineer or as shown in the plans.

240-2.5 Blending Materials: To obtain the required sand-clay blend when using material obtained from stratified pits for which blending in the pit is necessary, use a power shovel or front-end loader capable of raking the entire face of the cut with the dipper in the open position. Do not use draglines for such blending.

240-3 Equipment.

240-3.1 Graders: Provide blade graders of the rubber-tired, self-propelled type, of sufficient size and weight to accomplish the desired results.

240-3.2 Rollers: Provide pneumatic-tired rollers which have a double row of wheels equipped with rubber tires so spaced that the tires on the front and rear rows together will cover the entire area over which the roller travels.

240-3.3 Forms: The Engineer will not require forms for this work.

240-4 Placing and Mixing Materials.

240-4.1 Number of Courses: When the specified compacted thickness of the base is greater than 8 inches [200 mm], construct the base in two or more courses.

When the specified compacted thickness of the base is 8 inches [200 mm] or less, the Contractor may construct the base in one course if demonstrated that satisfactory mixture of materials, proper moisture content, and required density can be achieved. Otherwise, construct the base in two or more courses.

240-4.2 Single-Course Base:

240-4.2.1 General: For one course construction, place and mix the base course materials as provided hereinafter for either Case 1 or Case 2.

240-4.2.2 Case 1: This case covers the use of base course material consisting of natural sand-clay with which the mixing-in of additional sand or clay is not necessary. The Contractor may dump the material directly on the subgrade, and uniformly distribute it by approved methods. The Engineer will designate the loose thickness. Continuously check the thickness to ensure that the finished base will have the thickness and shape required by the typical section. Thoroughly mix the base course for its full width and depth as shown in the plans. After mixing, shape the material to the required grade and cross-section.

240-4.2.3 Case 2: This case covers the use of base course material consisting of a mixture of two materials, both of which are to be hauled in. Spread the material in successive layers on the road, and mix it in place. The Engineer will determine the order in which to spread the two materials, as well as the depth of layers of each material. Dump and spread each material, mix the two materials, and shape the base as specified for Case 1.

240-4.3 Multiple-Course Base: Where constructing the base in two or more courses, make the component courses approximately equal in thickness. Place and mix each course as provided above for either Case 1 or Case 2, except that in the operation of mixing a second or third course, operate the equipment so as to penetrate and break up the top 1 inch [25 mm] of the underlying course.

240-5 Compacting and Finishing Base.

240-5.1 General:

240-5.1.1 Single-Course Base: Construct as specified in 200-6.1.1.

240-5.1.2 Multiple-Course Base: Construct as specified in 200-6.1.2.

240-5.2 Moisture Content: Meet the requirements of 200-6.2.

240-5.3 Density Requirement: Meet the requirements of 200-6.3.

240-5.4 Density Tests: Meet the requirements of 200-6.4.

240-6 Testing Surface.

Test the surface in accordance with the requirements of 200-7.

240-7 Thickness of Base.

Meet the requirements of 285-6 and 285-7.

240-8 Priming, Maintaining, and Opening to Traffic.

240-8.1 Priming: Meet the requirements of 200-8.1.

240-8.2 Maintaining: Meet the requirements of 200-8.2.

240-8.3 Opening to Traffic: Distribute traffic so as to properly cure the entire area of base. After applying the prime coat, allow the base to further cure for a period of at least seven days before laying the wearing surface, unless otherwise directed in writing by the Engineer.

240-9 Method of Measurement.

The quantity to be paid for will be the plan quantity, in square yards [square meters], completed and accepted.

240-10 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including all materials; all clearing and grubbing of material pits; all stripping of overburden from the pits, if required; all hauling of material, except that if the location of a proposed pit is changed by the Engineer and such change entails an increase in haul distance; and all incidentals necessary to complete the work.

If there is an increase in the haul distance, it will be considered as Unforeseeable Work.

Payment will be made under:

- Item No. 285- 7- Optional Base - per square yard.
- Item No. 2285- 7- Optional Base - per square meter.

SAND-CLAY BASE MATERIAL (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 01-00) (1-13)

**SECTION 912
SAND-CLAY BASE MATERIAL**

912-1 General Requirements.

Sand-clay material for use in the construction of Sand-Clay Base shall be a mixture of sand and clay, and shall be free of trash, foreign matter and other deleterious material. It shall not contain lumps or aggregate of such nature or in sufficient quantity to prevent the obtaining of a smooth surface, free from pits and pockets. It shall not contain particles of aggregate which will not pass a 1 inch [25 mm] sieve.

912-2 Composition and Gradation.

The material passing the No. 10 [2 mm] sieve shall meet the following requirements for composition, gradation, etc.:

Percent of material passing No. 10 [2 mm] sieve	
Clay (material smaller than 5 μm)	8 to 21
Silt (material from 5 to 50 μm)	0 to 10
Combined clay and silt	8 to 25

912-3 Bearing Value and Plasticity.

912-3.1 Bearing Value: The material shall have a Limerock Bearing Ratio Value of at least 75.

912-3.2 Plasticity: The material shall meet the following requirements for plasticity (based on tests made on the portion passing the No. 40 [425 μm] sieve):

Liquid Limit - Not greater than 25.

Plasticity Index - Not greater than 6.

LAP DIVISION 1 SPECIFICATIONS.

(REV 2-17-20) (7-20)

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: Construction Management

Engineer: American Consulting Group

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 4-3.2.1	
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 4-3.2.1	
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 4-3.2.1,
- 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" 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:

- 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 Design Standards.

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, design standards 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).

Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 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/deo112468a91904c88e94148b94569982fdff3d2.pdf?sfvrsn=6b78d1d6_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
FL2020165	HIGHWAY CONSTRUCTION PROJECTS

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.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department’s Office of Construction website. Questions

regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

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.

7-26 Cargo Preference Act – Use of United States-Flag Vessels.

Pursuant to Title 46 CFR 381, the Contractor 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.

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 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

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.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including 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 subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit

Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSIONS, 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.

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.....	\$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)

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.

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

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

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (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).

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

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.

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.

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). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal 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).

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

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.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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, Employment Standards Administration, 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 Wage and Hour Administrator for determination. The Wage and Hour 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

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

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 at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor 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 §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

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. 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.

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.

9. Disputes concerning labor standards. 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.

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

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.

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 of \$10 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.

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.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

(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.

2. 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. 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.

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

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 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.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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 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 1, 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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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.

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.

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 and 1200. "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).

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.

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.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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.

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. 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) 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;

(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; 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.

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

2. 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.

* * * * *

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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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.

* * * * *

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 20).

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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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.

**THIS COMPLETES
THE LAP
DIVISION 1
SPECIFICATIONS
PACKAGE**