

CONSTRUCTION AGREEMENT BETWEEN
SANTA ROSA COUNTY, FLORIDA
AND CHAVERS CONSTRUCTION, INC.
(Federal Funding)

THIS AGREEMENT is dated as of the 13th day of January in the year 2022 by and between Santa Rosa County, a political subdivision of the state of Florida (“County”) and Chavers Construction, Inc. (“ Contractor”). County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Cove Road EWP Drainage Improvements

ARTICLE 2. CONTRACT TIMES.

2.1 The Work will be substantially completed within the 15 calendar days, and completed and ready for final payment within 30 calendar days after the date when the Contract Times cease to run.

2.2 Liquidated Damages. County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed within the times specified in paragraph 2.1 above, plus any extensions thereof allowed by the County. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring of such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the amount specified in Paragraph 2.3. for each day that expires after the time specified in paragraph 2.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 2.1 for completion and readiness for final payment or any proper extension thereof granted by County, Contractor shall pay County the amount specified in Paragraph 2.3. for each day that expires after the time specified in paragraph 2.1 for completion and readiness for final payment. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County’s actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

2.3 Liquidated Damages are based upon the original contract amount, as established by Santa Rosa County. Liquidated damages, based upon the original contract amount of \$216,500.00, will be Eight Hundred Eighty-Two dollars (\$882.00) per calendar day.

LIQUIDATED DAMAGES SCHEDULE

Phase	Begin Date	Consecutive Calendar Days to Complete	Liquidated Damages
1	Notice to Proceed		\$882.00 as Referenced on ITB 22-012
Entire Project	Notice to Proceed	15	\$882.00 as Referenced on ITB 22-012

ARTICLE 3. CONTRACT PRICE.

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is not to exceed \$216,500.00 as per the attached Contractor bid.

Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer.

ARTICLE 4. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Contract. Applications for Payment will be processed by Engineer as provided in the contract.

4.1 *Progress Payments; Retainage.* County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the fifteenth (15th) day of each month during construction as provided in paragraph 4.1.1. All such payments will be measured based on the number of units completed. Payments to the Contractor shall in no way imply approval or acceptance of Contractor's work.

4.1.1 Contractor may be paid 95 % of Work completed (with the balance being retainage), less the aggregate of payments previously made and less such amounts as Engineer shall determine, or County may withhold. Contractor may be paid 95 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to County).

4.1.2 Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

4.2 *Final Payment.* Upon final completion and acceptance of the Work, County shall pay the remainder of the Contract Price as recommended by Engineer.

4.2.1 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

4.2 Payments Withheld

4.2.1 The Engineer or the County may decline to approve any Applications for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or the County may nullify the whole or any part of any inspections. The Engineer or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and the Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

- 4.2.1.1 Defective Work not remedied;
- 4.2.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- 4.2.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- 4.2.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- 4.2.1.5 Reasonable indication that the Work will not be completed within the Contract Time;
- 4.2.1.6 Unsatisfactory prosecution of the Work by the Contractor;
- 4.2.1.7 Failure to provide accurate and current "As-Builts"; or
- 4.2.1.8 Any other material breach of the Contract Documents.

4.3.2 If these conditions in Subsection 5.3.1 are not remedied or removed, the County may after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of his Agreement or any other agreement between Contractor and the County.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce County to enter into this Agreement Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Project Documents including "technical data."

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Bid documents. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that County and Engineer do not assume responsibility for the accuracy or completeness of information and data shown, indicated in the Contract Documents with respect to Underground Facilities at, or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5 Contractor is aware of the general nature of work to be performed by County and others at the site that relates to the Work as indicated in the Contract Documents.

5.6. Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

5.7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between County and Contractor concerning the Work consist of the following:

- 6.1 This Agreement
- 6.2 Exhibit A- ITB 22-012 and Contractor's Bid
- 6.3 Exhibit B- Insurance Requirements
- 6.4 Exhibit C- Civil Rights Clauses
- 6.5 Exhibit D-Scrutinized Contractors Certificate
- 6.6 Exhibit E-Special Conditions – Additional Federal Requirements
- 6.7 Any other documents necessary to clarify and memorialize the agreement between Contractor and County.

ARTICLE 7. PUBLIC RECORDS

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, WANDA PITTS, AT (850) 963-1925, wandap@santarosa.fl.gov, 6945 Caroline Street, Milton, FL 32570.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- 7.1 Keep and maintain public records required by the County to perform the service.
- 7.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that

does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- 7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the County.
- 7.4 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

ARTICLE 8. AUDIT

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

ARTICLE 9. TERMINATION FOR CONVENIENCE

County may at any time and for any reason terminate Contractor's services and work at County's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment. Further, County may terminate this contract immediately for failure of contractor to comply with Chapter 119, Florida Statutes.

ARTICLE 10. VIOLATIONS OF CHAPTER 119 FLORIDA STATUTES

The County reserves the right to terminate this agreement immediately for failure of Contractor to adhere to the requirements of Florida Statutes Chapter 119.

ARTICLE 11. MISCELLANEOUS.

Terms used in this Agreement are defined in the Bid documents.

- 11.1 No assignment by a Party hereto of any rights under or interests in the Contract Documents will be binding on another Party hereto without the written consent of the Party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 11.2 County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other Party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 11.3 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision
- 11.4 All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

ARTICLE 12. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the 1st Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

ARTICLE 13. CIVIL RIGHTS.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

ARTICLE 14. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment “B”.

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of Articles one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE 15. COMPLIANCE WITH LAWS.

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor’s personnel, shall comply with all

workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

ARTICLE 16. CONFLICT OF INTEREST.

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

ARTICLE 17. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees and subcontractors. Under no circumstances shall Contractor or any of Contractor's employees/subcontractors look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees/subcontractors, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

ARTICLE 18. THIRD PARTY BENEFICIARIES.

It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 19. INDEMNIFICATION AND WAIVER OF LIABILITY.

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the

provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

ARTICLE 20. TAXES AND ASSESSMENTS.

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 21. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.

Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "C". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

ARTICLE 22. INCONSISTENCIES AND ENTIRE AGREEMENT.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

ARTICLE 23. SEVERABILITY.

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

ARTICLE 24. ENTIRE AGREEMENT.

This Agreement and Exhibits A through E contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

ARTICLE 25. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY.

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

ARTICLE 26. PROCUREMENT OF RECOVERED MATERIALS

Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

ARTICLE 27. DEBARMENT AND SUSPENSION

1. Contractor as part of the procurement response, Attachment "A" has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently debarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

ARTICLE 28. MINORITY/WOMEN'S BUSINESS ENTERPRISES

Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

ARTICLE 29. SPECIAL CONDITIONS – ADDITIONAL FEDERAL REQUIREMENTS.

As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated herein by reference.

ARTICLE 30. GRANT OR AGREEMENT REQUIREMENTS

Through the course of this Agreement the County may be awarded state or federal grants that may fund some or all of the Services to be provided under this agreement. Contractor will be provided a copy of the executed grant agreement and agrees to comply with all the requirements of the grant agreement.

ARTICLE 31. ACCESS TO RECORDS. THE FOLLOWING ACCESS TO RECORDS REQUIREMENTS APPLY TO THIS CONTRACT:

1. The Contractor agrees to provide Santa Rosa County, FL, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized a access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non- federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

IN WITNESS WHEREOF. County, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to County, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by County, and Contractor, or identified by Engineer on their behalf.

This Agreement will be effective on Jan. 13, 2022 (which is the Effective Date of the Agreement).

WITNESS:

Shannon L Nolen
Signature

Shannon L Nolen
Print Name

BY: [Signature]
Ryan Chavers, President

ATTEST:



SANTA ROSA COUNTY, FLORIDA

Donald C. Spencer
Donald C. Spencer, Clerk of Court

BY: [Signature]
Robert A. "Bob" Cole, Chairman

SANTA ROSA COUNTY, FLORIDA



ITB 22-012 Cove Road EWP Drainage Improvements

December 2021

**OWNER: BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER
ROBERT A. "BOB" COLE
JAMES CALKINS
DAVE PIECH
COLTEN WRIGHT**

**-DISTRICT I
-DISTRICT II
-DISTRICT III
-DISTRICT IV
-DISTRICT V**

SECTION I.
Invitation to Bid

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SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

MEMORANDUM

SRC Procurement Form Memo 015_00_082719

TO: Company Addressed DATE: December 10, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **ITB 22-012 Cove Road EWP Drainage Improvements**

Notice is hereby given that the Santa Rosa County Board of County Commissioners will receive sealed bids from properly licensed and insured general contractors for the Cove Road Emergency Watershed Project Drainage Improvements.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and **must be received by 10:00 a.m. on January 4, 2022**, at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**ITB 22-012 Cove Road EWP Drainage Improvements**". Please provide the original proposal, labeled "ORIGINAL" and one (1) electronic file in OCR (readable) PDF format.

A pre-bid meeting will be held on **December 17, 2021, at 9:00 a.m.** at the Santa Rosa County Engineering Department, Conference Room, 6051 Old Bagdad highway, Suite 300, Milton, Florida 32583. All interested parties are strongly encouraged to attend.

Specifications may be secured by download from the Santa Rosa County Website: www.santarosa.fl.gov/391/Procurement-Office "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to **12:00 p.m. on December 22, 2021**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

SECTION II.
STD ITB – BID INSTRUCTIONS, SUBMITTAL
REQUIREMENTS AND GENERAL BID
REQUIREMENTS

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BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

PRE-BID ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; Bidinfo@santarosa.fl.gov.

All questions or inquiries must be received no later than the last day for questions stated in the ITB & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

PROPOSED SCHEDULE

Invitation to Bid Published	December 11, 2021
Pre-Bid Conference	December 17, 2021, at 9:00 a.m.
Deadline for Questions	December 22, 2021 at 12:00 p.m.
Bids Due	January 4, 2022 at 10:00 a.m.

PREPARATION OF BID

A Bid form is included in these specifications. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in bid submissions.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

SUBMITTAL OF BID

A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**ITB 22-012 Cove Road EWP Drainage Improvements**", name of bidder and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each contractor's submittal shall include all the items listed on the Bidders Submission Checklist, in order, with the Checklist on the top of the submission.

INTEGRITY OF BID DOCUMENTS

Respondents shall use the original Bid documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

response in the form of an addendum to the original bid documents.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

INTERPRETATION

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

CONDITIONAL & INCOMPLETE BIDS

Santa Rosa County specifically reserves the right to reject any conditional bid.

ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Bidder shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidder shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, wandap@santarosa.fl.gov; 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

FAILURE OF PERFORMANCE/DELIVERY

In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

TIME OF COMPLETION

The entire project shall be completed within **15 calendar days** after the Notice to Proceed date. The date of substantial completion of the work or designated portion thereof is the date

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

certified by the Engineer when construction is sufficiently complete and approved in accordance with the Contract Documents so the Owner can occupy or utilize the work for the use which it was intended.

The date of substantial completion of the work or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete and approved in accordance with the Contract Documents so the Owner can occupy or utilize the work for the use which it was intended.

Liquidated damages will be established in the amount of **\$882.00 per calendar day** for each calendar day after completion date if the work is not substantially complete as certified by the Engineer.

Payment requests approved by the Engineer for work completed satisfactorily in accordance with the Contract Documents shall be reduced by a five percent (5%) retainer. The five percent (5%) retainer shall be retained by the Owner until final completion and acceptance of the work by the Engineer and Santa Rosa County, Florida.

EVALUATION OF BIDS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Santa Rosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Santa Rosa County reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

items.

FORM OF AGREEMENT

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

BID GUARANTEE

Each bid shall be submitted on the bid form provided and must be accompanied by a Certified Check or Bid Bond in the amount of five percent (5%) of the Base Bid, and copies of all required licenses. Such Bid Bond or Check is given with the understanding and agreement that it guarantees:

(1) that the bidder will not withdraw his bid for a period of 60 days after the bids have been opened; and, (2) that if his bid is accepted, the Bidder will enter into the written Contract with Santa Rosa County and furnish the required Performance Bond Payment Bond Insurance Certificates, within 10 days after receipt of Notice of Award of his bid. Pursuant to Florida Statutes, Section 255.05, should the contract exceed \$100,000, the Contractor shall be required to execute and record performance and payment bonds. These bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.

SYSTEM OF AWARD MANAGEMENT

All respondents must be registered with the Federal System of Award Management (SAM) and be up to date on all registration requirements at the time of submitting a response to this Request for Bids. Failure to do so will result in respondent's submittal being deemed as unresponsive.

PROCUREMENT OF RECOVERED MATERIALS

All respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

(EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DOMESTIC PREFERENCE

Although the County has no local preference, in accordance with 2 C.F.R. 200.322, the County may consider preference for the use of products and materials produced in the United States.

CONTRACT WITH THE ENEMY

In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

MISC. FEDERAL REQUIREMENTS

All respondents should be aware that some federal funds may be utilized in the course of services being performed under this agreement, as such, respondent agrees that it shall adhere to all necessary federal regulations. Further, the respondent acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, Respondent, or any other party pertaining any matter resulting from any award. Should a federal awarding agency require adherence to Supplemental Standard Terms and Conditions relevant to any award hereunder, such conditions will be included for review and approval as a condition any amendment or task order.

UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

PROTECTION OF RESIDENT WORKERS

The Santa Rosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Santa Rosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Santa Rosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

SECTION III.
SANTA ROSA COUNTY DOCUMENTS AND FORMS

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SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

I will construct this project for the lump sum price of:

TOTAL BID _____ \$ _____.

This is a lump sum project. The purpose for providing a bid tabulation format is to provide unit prices in case of change order. There is no implied statement by the engineer or Santa Rosa County as to the accuracy of the stated quantities within the bid tab or that the bid tab is all inclusive of the work items within the plans. It is the contractor's responsibility to carefully review the plans, specifications, and project to determine what is needed to do the whole job, including any fees such as permit fees, license fee, impact fee, inspection fee and any other fees as determined by the County and to reflect this in his LUMP SUM BID. This basis of award will be the total base bid for the project.

FIRM: _____

BY (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

MAILING ADDRESS _____

PHONE (____) _____ FAX (____) _____

EMAIL _____

Santa Rosa County
Standard Insurance Requirements
March 2021

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
 - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

SECTION IV.
PROJECT MANUAL, SPECIFICATIONS, PLANS AND
SUPPORTING DOCUMENTATION

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Project Summary

Cove Road EWP Drainage Project

Project Scope of Work

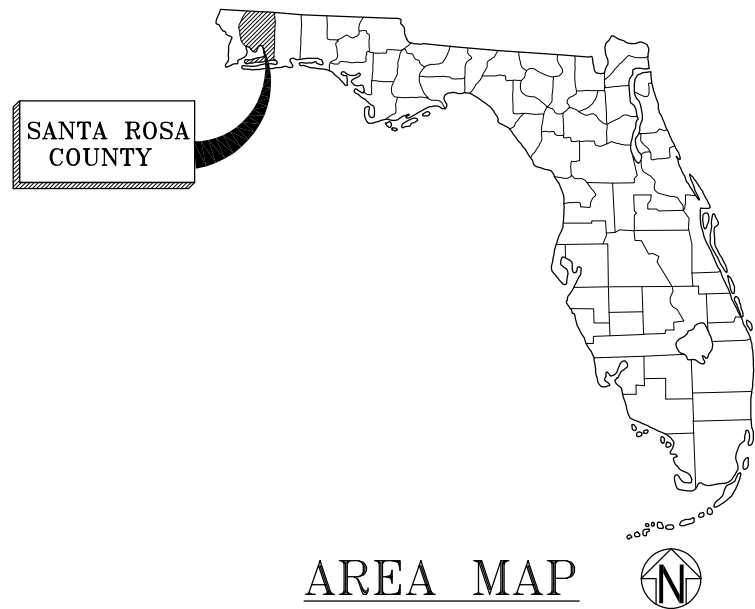
Cove Road is located in the Holley By the Sea Community in South Santa Rosa. The location of the project is approximately 400-feet north of Reef Street. The roadway is a two-lane local roadway with 11 foot lanes with grass shoulders and shallow roadside swales.

During Hurricane Sally in 2020, the neighborhood and roadway experienced heavy rains that caused erosion to occur. There is an existing headwall and pipe that discharges to an existing drainage ditch that runs along the property lines and discharges into the Tom King Bayou Channel. As part of the heavy rains, the ditch was overrun and experienced a washout of the ditch as result. Damages were documented in September 2020 following the storm event. Funding for emergency repairs is being obtained through the EWP program with NRCS. The proposed improvements will include ditch lining, regrade and establish the new ditch cross-section, stabilization and landscaping.

CONSTRUCTION PLANS FOR

COVE ROAD

SANTA ROSA COUNTY, FLORIDA

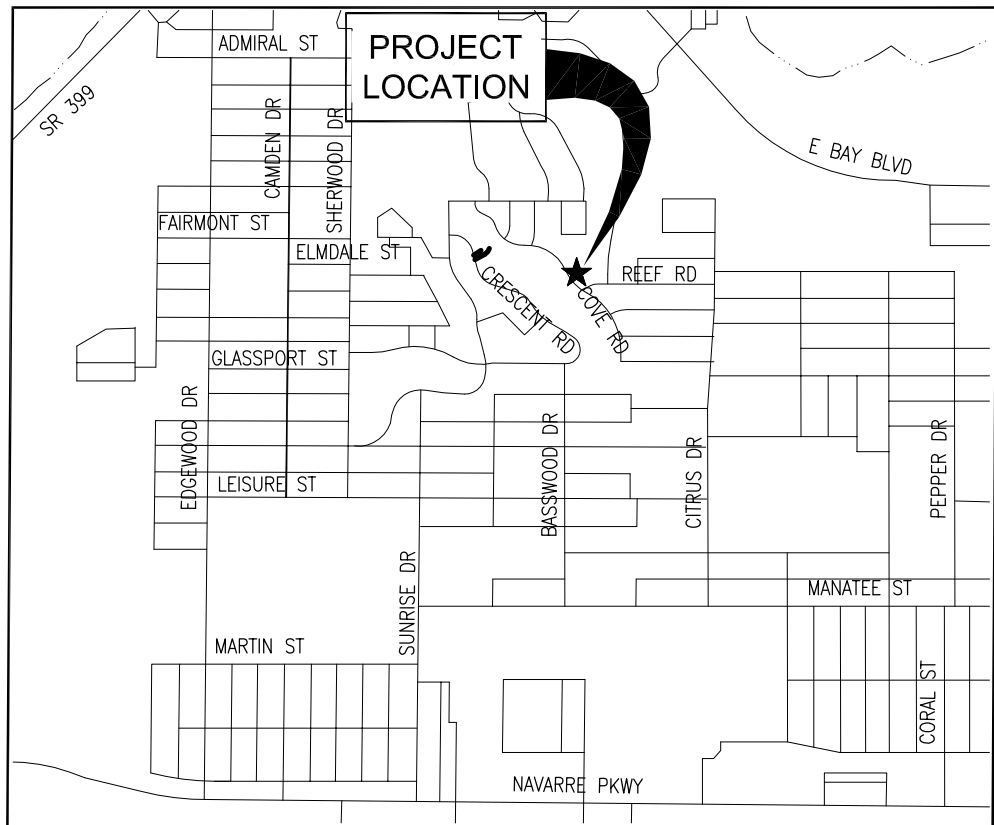


PREPARED FOR:
SANTA ROSA COUNTY



INDEX

SHEET	CONTENT
G-000	INDEX & VICINITY MAP
G-001	GENERAL NOTES & LEGEND
C-100	CONTROL PLAN
C-101	EXISTING CONDITIONS & DEMOLITION PLAN
C-102	PLAN & PROFILE
C-103	CROSS-SECTIONS
C-104	CROSS-SECTIONS
C-900	DETAILS



VICINITY MAP
NOT TO SCALE



ENGINEERING DEPARTMENT
6051 OLD BAGDAD HIGHWAY,
SUITE 300
MILTON, FLORIDA 32583

NOVEMBER 2021

BDI Project No. 14320.02

PREPARED BY

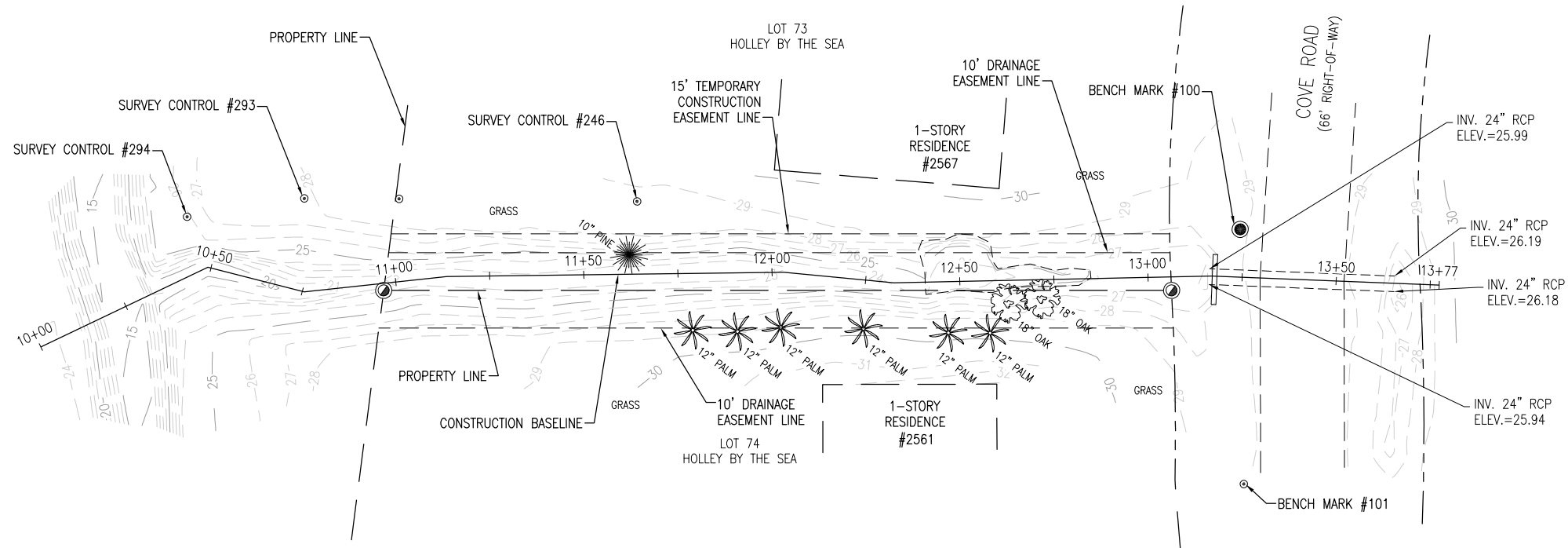
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661

ENGINEERING BUSINESS: EB-0000340

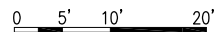
Pensacola - Panama City Beach - Tallahassee - Mobile

BID SET
NOVEMBER 2021



CONTROL PLAN

SCALE: 1" = 10'



BENCH MARK DATA

BENCH MARK #100
 STA 13+23.9, OFF 12.70' LT
 EXIST. 1/2" IRON ROD
 ELEVATION= 29.13

BENCH MARK #101
 STA 13+27.49, OFF 54.77' RT
 SET NAIL #0340
 ELEVATION= 28.67

CONTROL DATA

SURVEY CONTROL #246
 STA 11+64.32, OFF 19.26' LT
 SET NAIL

SURVEY CONTROL #293
 STA 10+69.15, OFF 23.97' LT
 SET NAIL

SURVEY CONTROL #294
 STA 10+49.78, OFF 14.84' LT
 SET NAIL

CONTROL PLAN

C-100

COVE ROAD

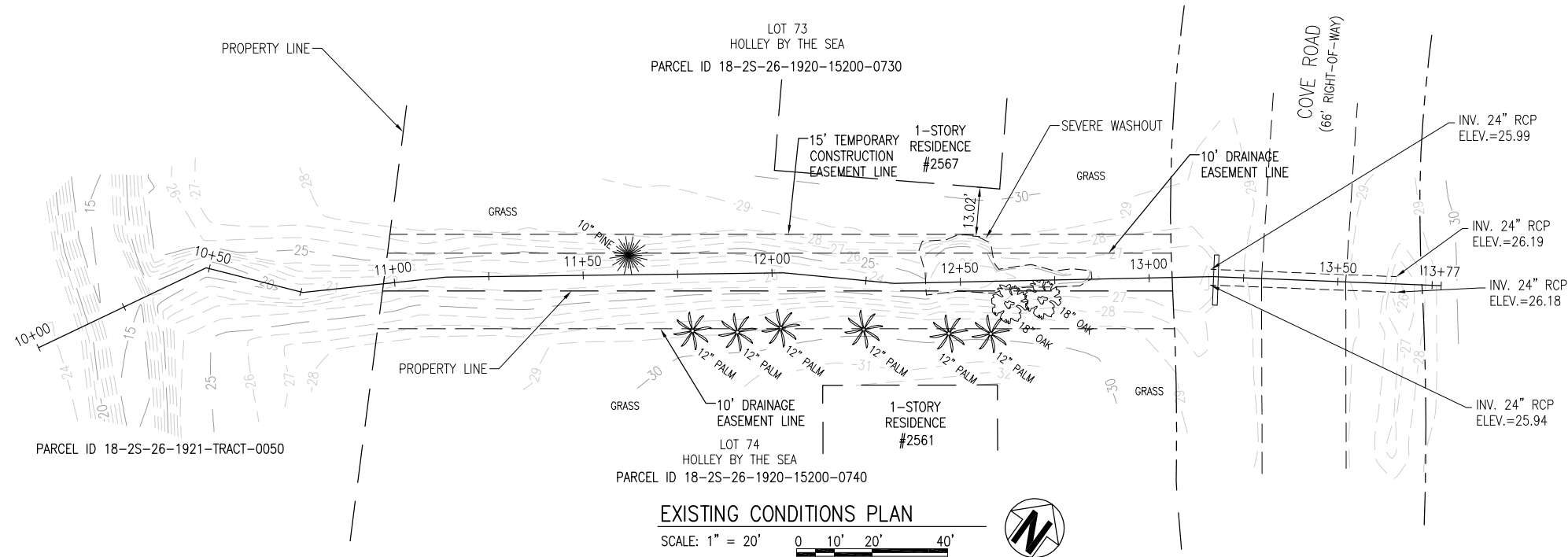
PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
14320.02				
DESIGNED BY: WJH				
DRAWN BY: RGG				
CHK'D BY: MDL				
PROJ. MGR: WJH				
DATE: MAY 2021				
				NOT RELEASED FOR CONSTRUCTION BY DATE

W. JEFF HUGGINS, P.E.
 FL. Reg. Engineer #90324



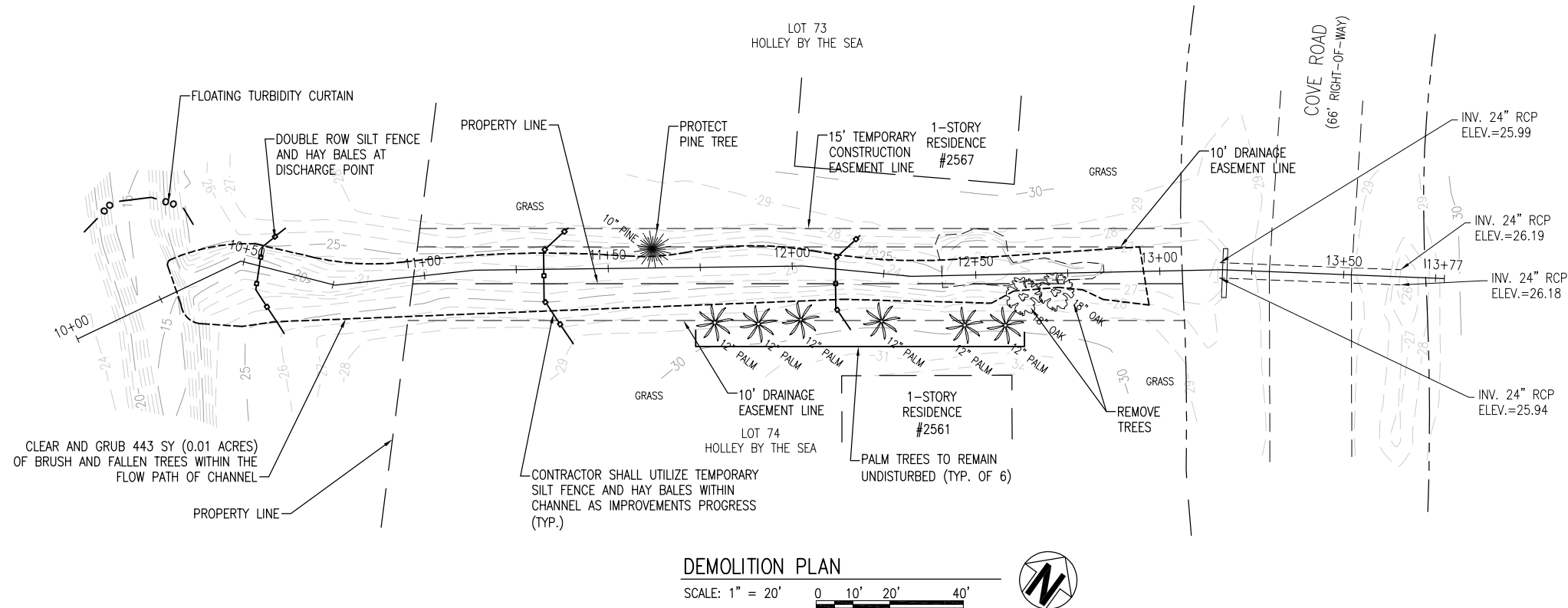
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861
 ENGINEERING BUSINESS: EB-0000340
 Pensacola - Panama City Beach - Tallahassee - Mobile
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NOTES:

- CONTRACTOR SHALL RELOCATE/REPLACE VEGETATION & LANDSCAPING REMOVED FROM WITHIN THE DRAINAGE EASEMENTS TO OUTSIDE OF DRAINAGE EASEMENT(S) (TO BE COORDINATED WITH HOMEOWNER AND UTILIZE "LANDSCAPING REPLACEMENT ALLOWANCE" PAY ITEM).

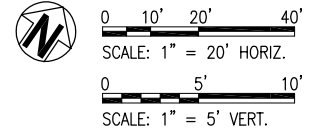


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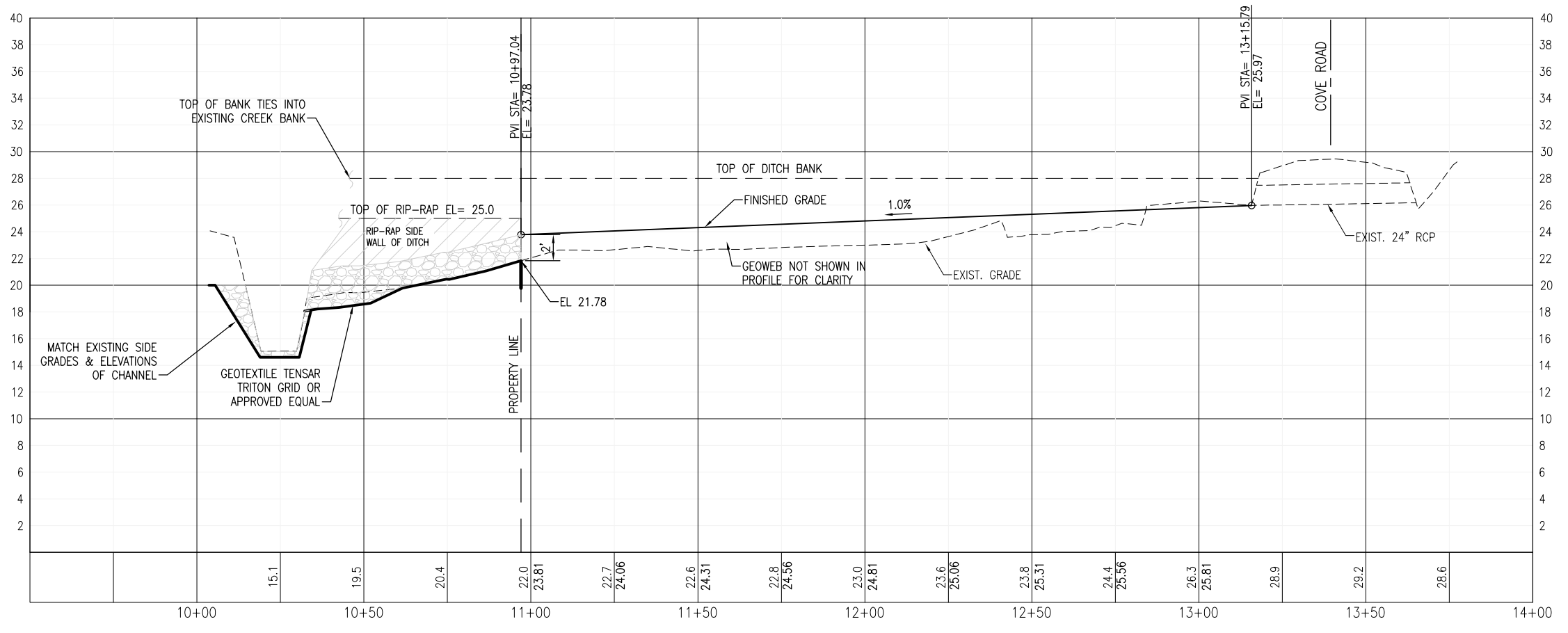
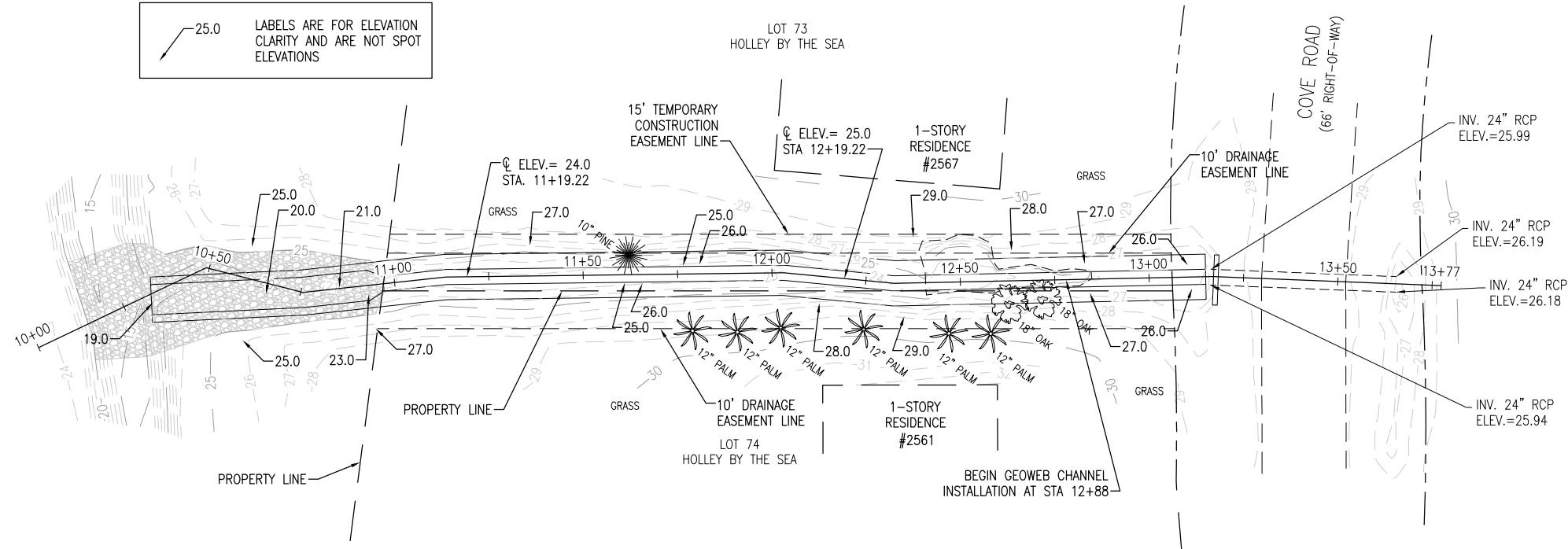
PROJECT NO:	14320.02
DESIGNED BY:	WJH
DRAWN BY:	RGD
CHK'D BY:	MDL
PROJ. MGR:	WJH
DATE:	MAY 2021

EXISTING CONDITIONS & DEMOLITION PLAN	
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K:\143 Santa Rosa\14320.00\14320.02_Cove Road\DWG\C-102 PP.dwg, Oct 26, 2021 - 5:55:38PM, jhuggins



25.0
 LABELS ARE FOR ELEVATION CLARITY AND ARE NOT SPOT ELEVATIONS



BASKERVILLE-DONOVAN, INC.
 ENGINEERING THE SOUTH SINCE 1927
 448 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861
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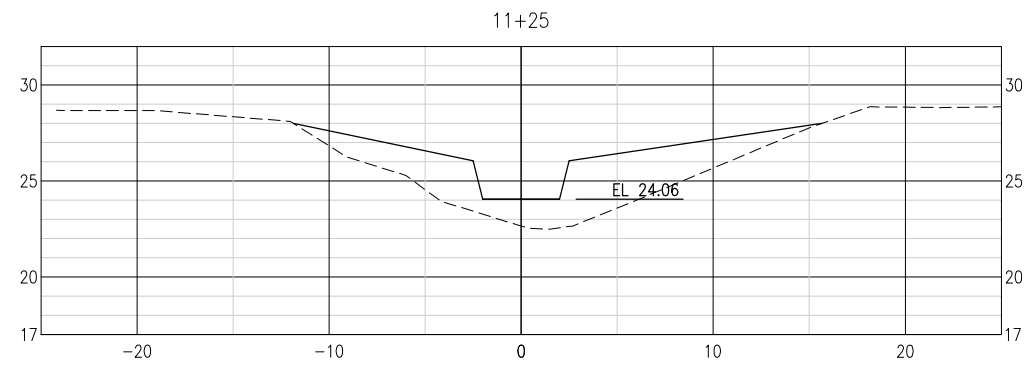
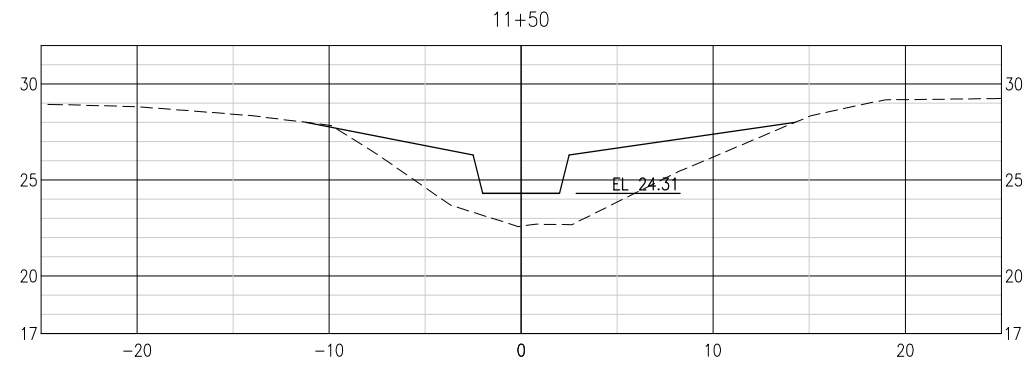
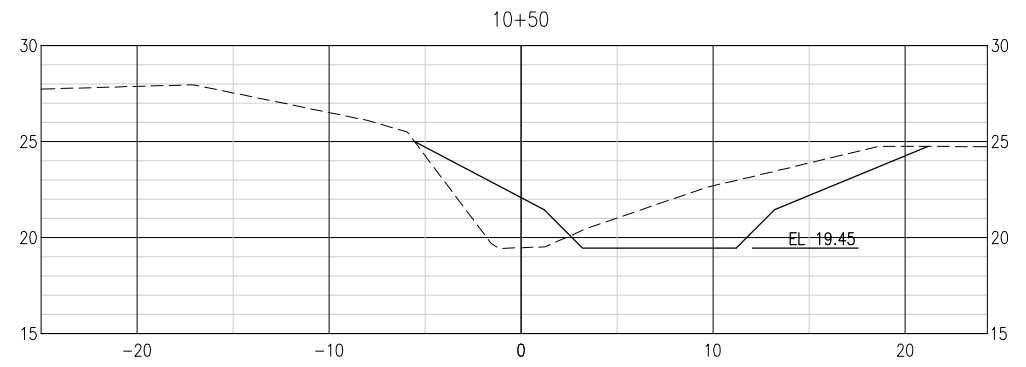
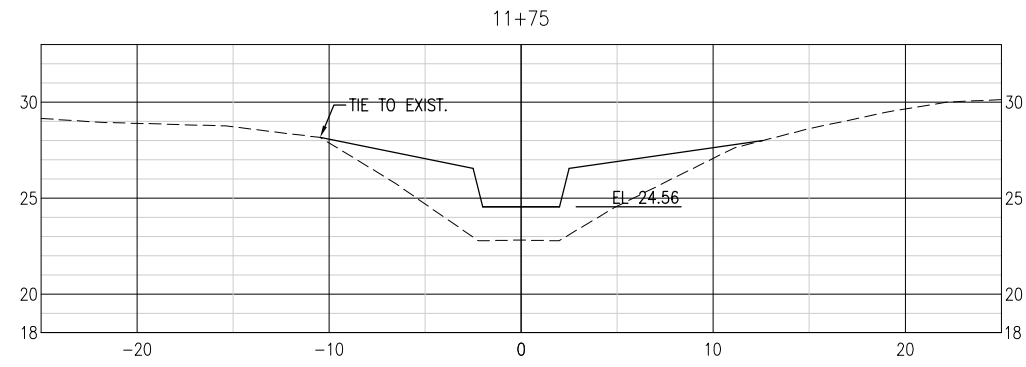
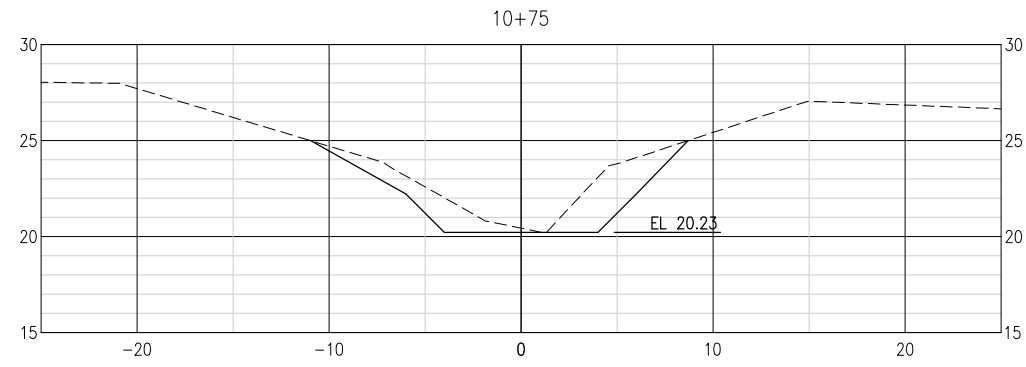
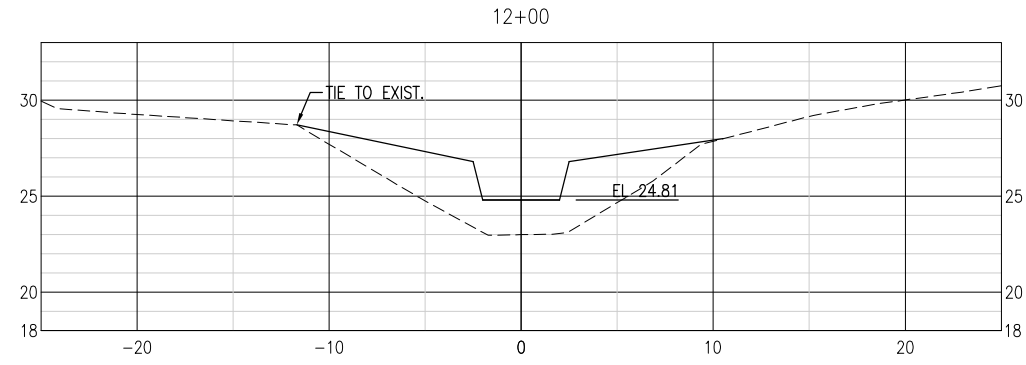
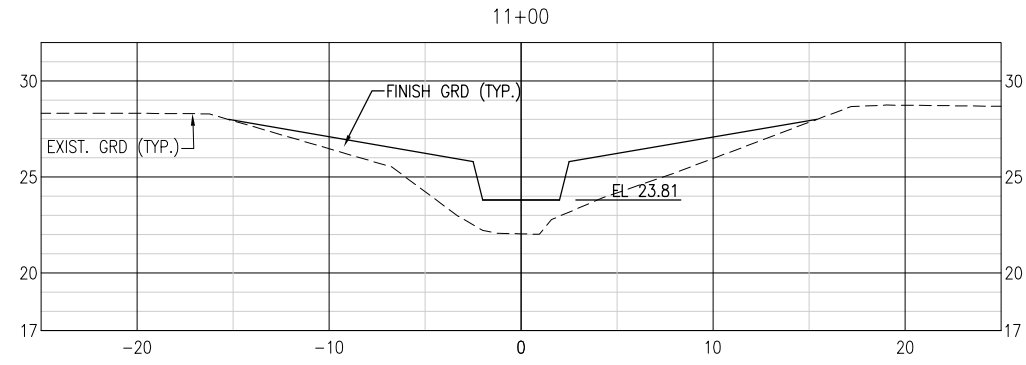
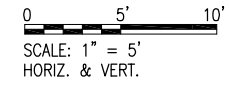
W. KEF HUGONS, P.E.
 FL. Reg. Engineer #90324

COVE ROAD

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: **14320.02**
 DESIGNED BY: WAH
 DRAWN BY: RGG
 CHK'D BY: MDL
 PROJ. MGR: WAH
 DATE: MAY 2021

PLAN & PROFILE

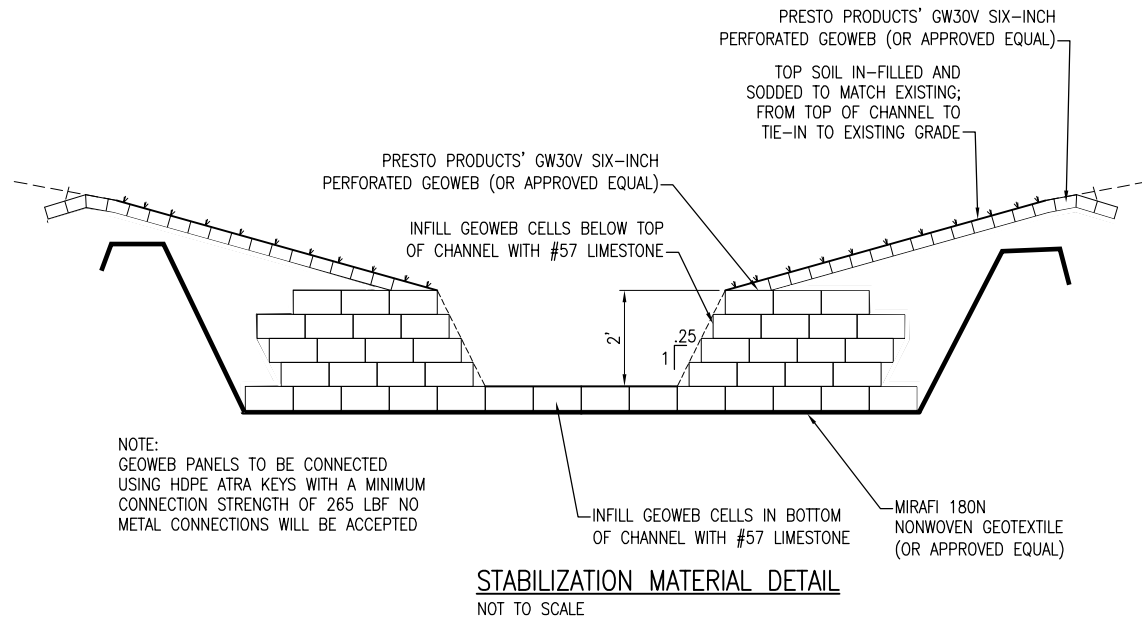
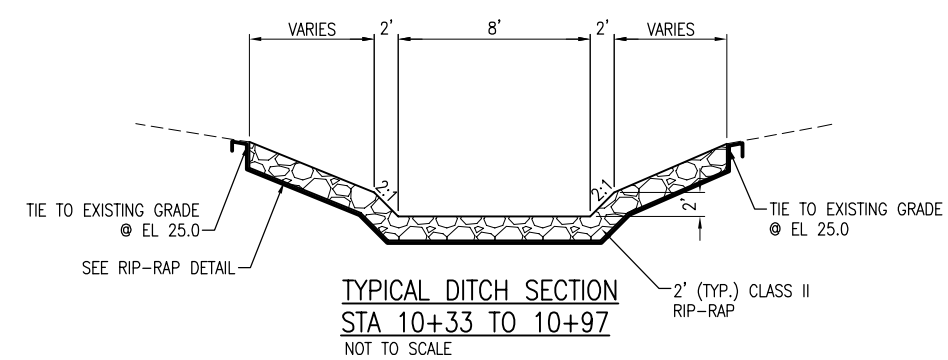
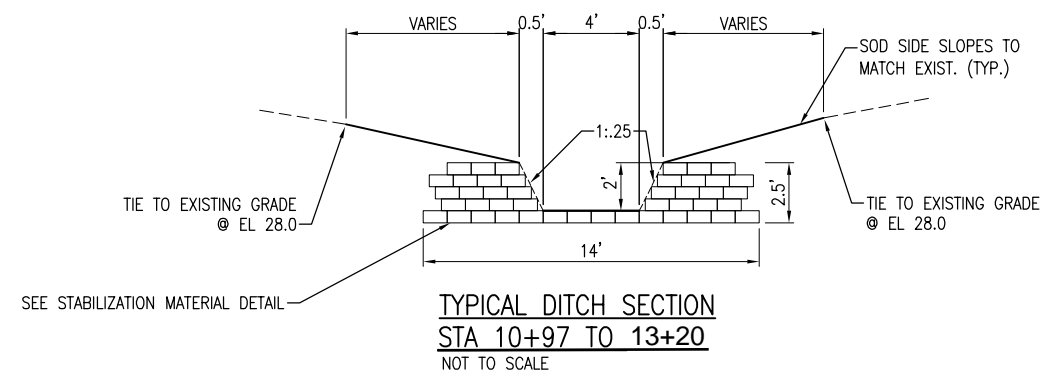
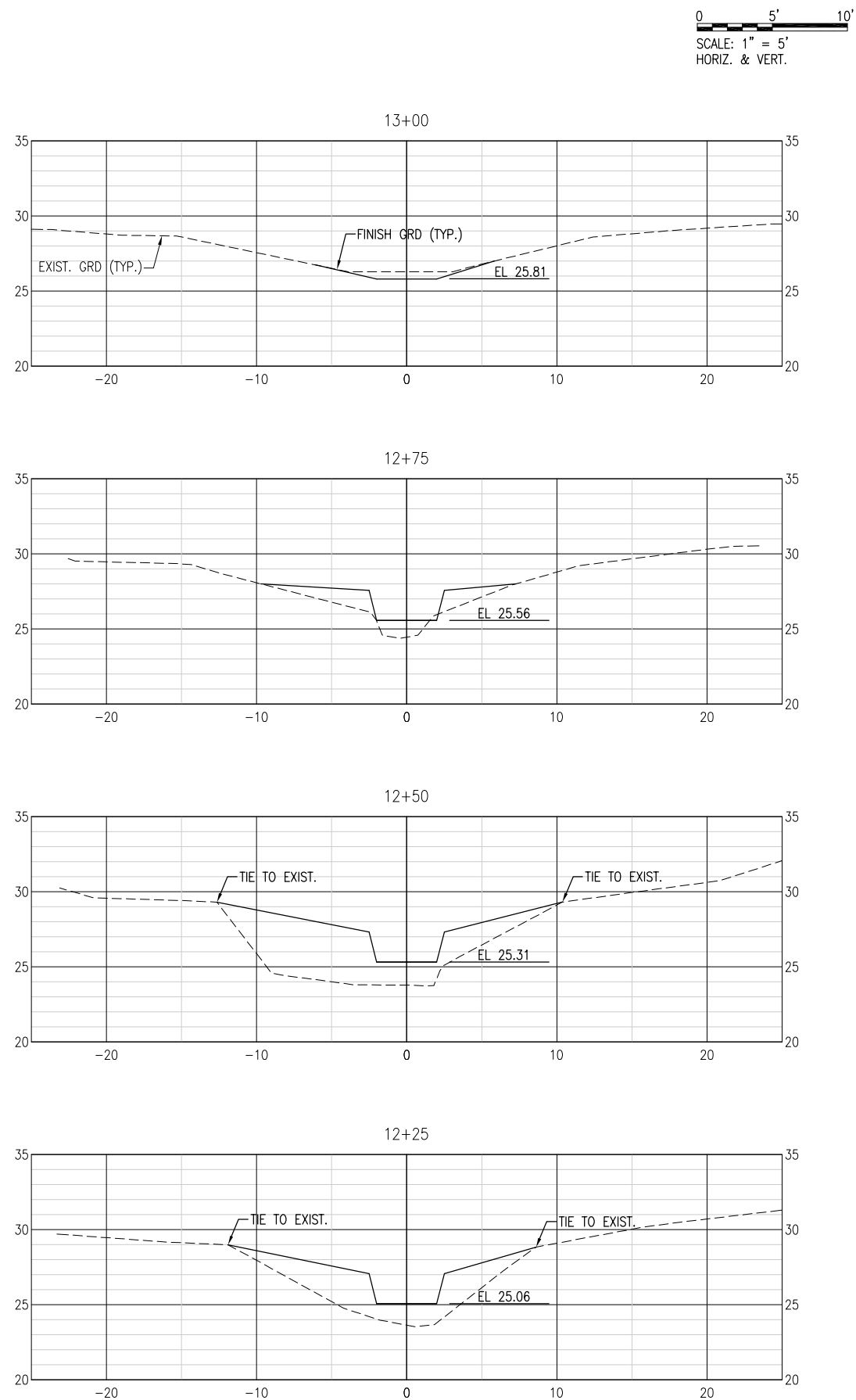


COVE ROAD

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO:	14320.02
DESIGNED BY:	WJH
DRAWN BY:	ROG
CHK'D BY:	MDL
PROJ. MGR:	WJH
DATE:	MAY 2021

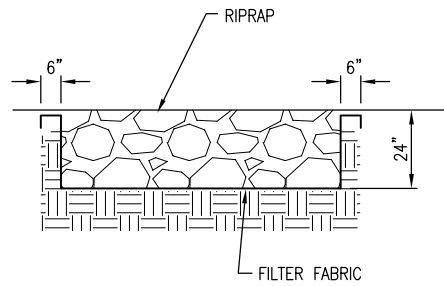
CROSS-SECTIONS



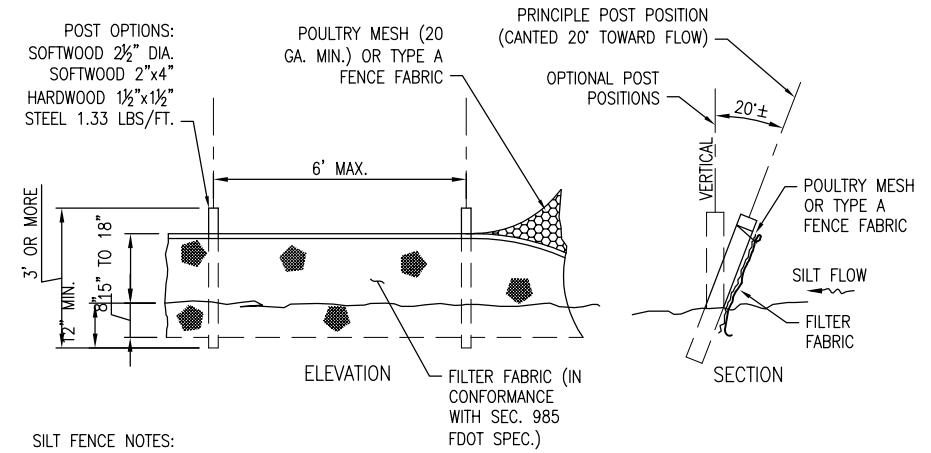
NOTE: GEOWEB SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS AND SPECIFICATIONS

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO:	14320.02
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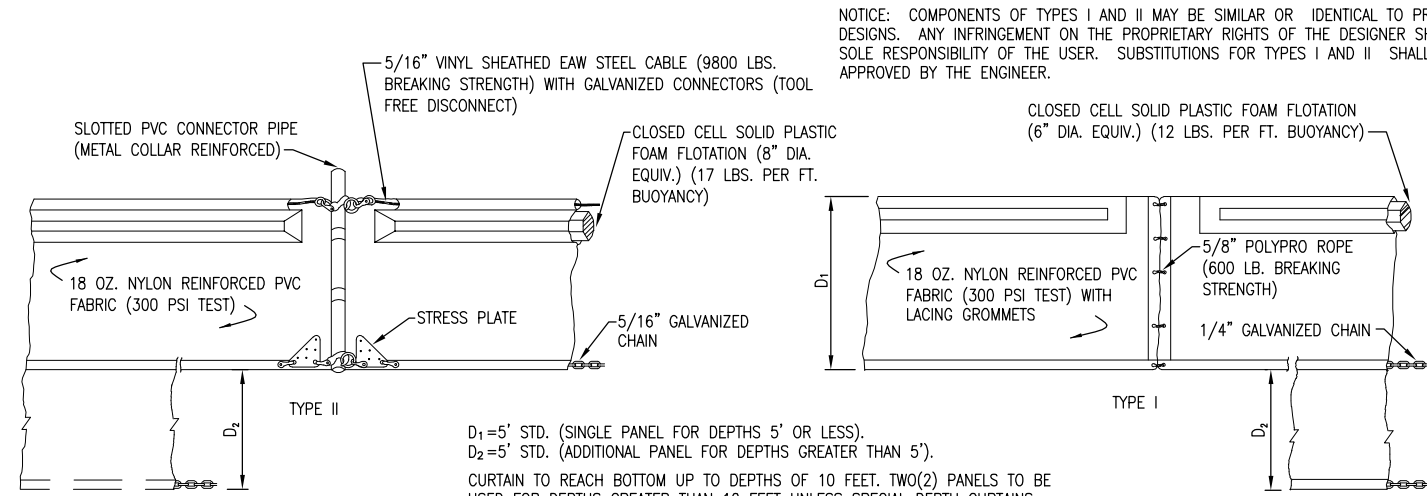


RIPRAP DETAIL
NOT TO SCALE



- SILT FENCE NOTES:**
1. FABRIC TO BE PLACED FACING DRAINAGE FLOW
 2. FABRIC TO BE PLACED IN A 6" WIDE x 8" DEEP CONTINUOUS TRENCH, THEN BACKFILLED
 3. ALL LUMBER TO BE PRESSURE/PRESERVATIVE TREATED
 4. SILT FENCE TO BE INSTALLED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. SILT FENCE TO REMAIN UNTIL 100% PROJECT GRASSING (STABILIZATION) IS ACHIEVED
 5. PREFABRICATED SILT FENCES ARE PERMITTED AS LONG AS THEY MEET OR EXCEED FDOT SPECIFICATIONS.

TYPE IV SILT FENCE DETAIL
NOT TO SCALE



$D_1 = 5'$ STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
 $D_2 = 5'$ STD. (ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5').
 CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO(2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

FLOATING TURBIDITY BARRIER
NOT TO SCALE

NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

DETAILS

PROJECT NO:	14320.02
DESIGNED BY:	MJH
DRAWN BY:	RG
CHK'D BY:	MDL
PROJ. MGR:	WJH
DATE:	MAY 2021

NO.	DATE	APPR.	REVISION/ACTION TAKEN

W. KEITH HUGGINS, P.E.
 FL. Reg. Engineer #90324

COVE ROAD

BASKERVILLE-DONOVAN, INC.
 ENGINEERING THE SOUTH SINCE 1927

**SPECIFICATIONS
FOR
COVE ROAD DRAINAGE REPAIRS**

Santa Rosa County Engineering

December 2021

Job No. 14320.02

W. Jeff Huggins, P.E.
Florida P.E. #80324

Prepared By:
Baskerville-Donovan, Inc
449 West Main Street
Pensacola, Florida 32502
Engineering Business: EB-0000340
850-438-9661

SECTION 02110 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Agreement Declarations, Exhibits and other Technical Specification Sections apply to this Section.

1.2 SUMMARY

- A. This Section includes, but is not limited to, the following:
 - 1. Protection of existing trees to remain.
 - 2. Removal of trees and other vegetation.
 - 3. Topsoil stripping.
 - 4. Clearing and grubbing.
 - 5. Removing above-grade improvements.
 - 6. Removing below-grade improvements.

1.3 PROJECT CONDITIONS

- A. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without prior approval.
- B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
 - 1. Protect improvements on adjoining properties and on Owner's property.
 - 2. Restore damaged improvements to their original condition.
- C. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing. Submit plans detailing the temporary guards to the Engineer. For any tree designated to be saved prior to construction that is damaged beyond salvage by the contractor's forces, a sum of \$150.00 per inch diameter will be paid by the Contractor to the Owner.

1. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
2. Provide protection for roots over 1-1/2 inch in diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt or other acceptable coating formulated to use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
3. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations in a manner acceptable to Engineer. Employ a licensed arborist, as needed, to repair damage to trees and shrubs.
4. Replace trees that cannot be repaired and restored to full-growth status, as determined by arborist.

1.4 EXISTING UTILITIES AND OTHER SERVICES

- A. General: Indicated locations in the plans are approximate; determine exact locations and coordinate with utility companies before commencing work.
- B. Coordinate relocation of existing utilities required for new construction. Coordination and Relocation costs shall be the responsibility of contractor and/or utility. Costs anticipated by the contractor shall be bid and paid for under the lump sum unit cost for pay item "Utility Relocation/Adjustments."
- C. Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

- A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions within the easement(s), as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated or as coordinated with property owners. Removal includes digging out and off-site disposal of stumps and roots. The contractor shall video site conditions before construction and replace to preconstruction condition or better.
 1. Carefully and cleanly cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.

- B. Topsoil: Topsoil is defined as friable clay loam surface soil found normally in a depth of not less than 4 inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material.
 - 1. Strip topsoil 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.
 - a. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
 - 2. Stockpile topsoil and other reusable soils in storage piles in areas indicated or directed. Construct storage piles to provide free drainage of surface water. Cover storage piles, if required, to prevent wind erosion.
- C. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to be left standing.
 - 1. Completely remove stumps, roots, and other debris protruding through ground surface.
 - 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.
 - a. Place fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact each layer to a density equal to adjacent original ground.
- D. 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 on Owner's Property: Burning is not permitted for this project.
- B. Removal from Owner's Property: Remove waste materials and unsuitable or excess topsoil from Owner's property, and dispose of off site in a legal manner.
- C. Unsuitable materials removed from within the canals for outfall installation shall be removed from the site and disposed of legally.

END OF SECTION 02110

SECTION 02200 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
 - 2. Subbase course for concrete pavements.
 - 3. Excavating and backfilling trenches within building lines.
 - 4. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.
 - 5. Pavement crossings (cased) for paved roadways.
- B. Related Sections include the following:
 - 1. Division 2 Section "Site Clearing" for site stripping, grubbing, removing topsoil, and protecting trees to remain.

1.3 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation: Excavation below subgrade elevations as directed by Engineer. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.

3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- F. Fill: Soil materials used to raise existing grades.
 - G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
 - H. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement.
 - I. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
 - J. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

- A. General: Submit the following according to the conditions of the Contract..
- B. Test Reports: In addition to test reports required under field quality control, submit the following:
 1. Laboratory analysis of each soil material proposed for fill and backfill from on-site and 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 ASSURANCE

- A. Testing and Inspection Service: Contractor will employ a qualified independent geotechnical engineering testing agency approved by the Engineer to classify proposed on-site and borrow soils to verify that soils comply with specified requirements and to perform required field and laboratory testing.

1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt existing utilities unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner or Engineer not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's or Engineer's written permission.
 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.
- C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner, and utility companies in keeping respective services and facilities in operation. Contractor shall bear all costs of repairing damaged utilities to the satisfaction of utility owner.
- D. Use of Explosives: The use of explosives is not permitted.
- E. Operate warning lights as recommended by authorities having jurisdiction.
- F. Perform excavation within drip-line of large trees to remain by hand, and protect the root system from damage or dryout in the manner prescribed in Division 2 specification sections.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations. Coordinate location of locally available borrow from lands under the control of the Project Owner. Borrow pits provided by Owner shall be graded, dressed and seeded upon project termination.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.

- E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2- inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; 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.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1- inch sieve and not more than 8 percent passing a No. 200 sieve.
- I. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, chlorine and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.
- B. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
 - 1. Grab Tensile Strength: 200 lbf; ASTM D 4632.
 - 2. Tear Strength: 75 lbf; ASTM D 4533.
 - 3. Puncture Resistance: 90 lbf; ASTM D 4833.
 - 4. Water Flow Rate: 4 gpm per sq. ft.; ASTM D 4491.
 - 5. Apparent Opening Size: No. 30; ASTM D 4751.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. 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.
- D. Tree Protection is specified in the Division 2 section "Site Clearing".

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.
 - 3. Install sheeting as necessary and install dewatering system to install outfalls as needed. Contractor is responsible for properly discharging pumped groundwater and surface water to an approved location.
- C. Dewatering shall be incidental to work being performed.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- 3.5 Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.6 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: As indicated.
- C. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.7 APPROVAL OF SUBGRADE

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 - 1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.8 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by placing compacted backfill of satisfactory material.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials only in areas approved by the County or Engineer. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, dampproofing and waterproofing.
 - 2. Surveying locations of underground utilities for record documents.
 - 3. Inspecting and testing underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.11 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Place and compact initial backfill of subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.
 - 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- C. Coordinate backfilling with utilities testing.
- D. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- E. Place and compact final backfill of satisfactory soil material to final subgrade.
- F. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.12 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.

2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use subbase material.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.13 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.
 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF BACKFILLS AND FILLS

- A. Building pads, parking areas and natural soil roadway areas are to be rolled with a large vibratory roller with a minimum dead weight of 12 tons self propelled or 5 tons if pulled.
- B. Water should be added at the start of compaction efforts if the soils are dry, and excess water should be allowed time to percolate through existing soils.
- C. Compaction shall include a minimum of 8 passes in building areas with each pass overlapping the previous pass by a minimum of 2' with the rolling extended to a minimum of 10' beyond the building area.
- D. Place backfill and fill materials in layers not more than 8 to 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- E. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- F. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Under structures, building slabs and gravel roadways, scarify and re-compact top 18 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
 2. Under walkways, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
 3. Under lawn areas, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

3.15 COMPACTION OF STORAGE TANK UNDERCUT

- A. Upon undercutting, roll the surface with a large vibratory roller with a minimum of 12 ton dead weight (self propelled), minimum of 8 passes with overlap, until a minimum of 100% of the Standard Proctor Test density is achieved to a depth of 36 inches.
- B. Backfill the undercut in maximum 12" lifts compacted to the 100% Standard Proctor Test minimum.

3.16 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 adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with 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 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.17 SUBBASE AND GRAVEL BASE COURSES

- A. Under concrete pavements, place subbase course on separation fabric according to fabric manufacturer's written instructions and as follows:
- B. Under gravel roadway areas, place subbase course on prepared subgrade and as follows:
 - 1. Place base course material over subbase.
 - 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
 - 3. Shape subbase and base to required crown elevations and cross-slope grades.
 - 4. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer.
 - 5. When thickness of compacted subbase or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.
- C. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent

lateral movement. Construct shoulders at least 12 inches wide of acceptable soil materials and compact simultaneously with each subbase and base layer.

3.18 PAVEMENT CROSSINGS

- A. In areas where open cuts are allowed, the edges shall be saw-cut. The backfilling and repaving shall be done in accordance with the applicable section of these specifications and the construction drawings. At least one-half of the traveled portion of the roadway must be open to traffic at all times, unless otherwise approved by the Engineer and an alternate route for local traffic is provided. Adequate barricades and warning signs shall be provided.

3.19 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of building slab, but in no case fewer than three tests.
 - 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
 - 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and retest until specified compaction is obtained.

3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and re-compact.

- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.

- B. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02200

SECTION 02221 - TRENCH EXCAVATION, BACKFILL, AND COMPACTION

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION OF WORK

- A. Excavation, shoring, dewatering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching for the project.
- B. All work must be done in accordance with these specifications and the safety requirements of the State and OSHA standards.

1.2 JOB CONDITIONS

- A. Accept site in condition existing during Contract time frame.
- B. Groundwater/surface water found during construction are conditions of the Contract and responsibility of CONTRACTOR.

PART 2 - PRODUCTS

2.1 PIPE BEDDING AND BACKFILL

- A. Determination of source of materials for bedding and backfill shall be responsibility of CONTRACTOR, but use of such materials shall be subject to approval of ENGINEER.
- B. Pipe bedding shall be angular material.

2.2 SAND BACKFILL

- A. Where specified on plans, use sand or fine aggregate with source of material subject to approval of the ENGINEER.

2.3 CRADLING ROCK

- A. Use crushed rock or stone with 70-100% passing 1" sieve and no more than 50% passing 3/4" sieve. Crushed oyster shells are acceptable.

2.4 CONTROLLED DENSITY FILL

- A. Use high slump mixture of portland cement, fly ash and fine aggregate formulated, licensed and marketed as K-Krete or equal.
- B. Provide mixture with minimum 28-day compressive strength of 70 psi with no measurable shrinkage or surface settlement.

2.5 SHEETING, SHORING AND BRACING

- A. Use sound timber or structural steel.
- B. Use shapes and sizes as required.

PART 3 - EXECUTION

3.1 GENERAL

- A. Dewatering
 - 1. Prevent surface water from flowing into excavation.
 - 2. Provide equipment for handling water encountered as required. Obtain approval of proposed method of dewatering.
 - 3. No sanitary sewer shall be used for disposal of trench water.
 - 4. It is the contractor's responsibility to ensure the safe and legal disposal of dewatering discharge.
 - 5. All testing and permitting required for dewatering activities shall be the responsibility of the Contractor.
- B. Protection of Existing Utilities
 - 1. Notify all utilities of location and schedule of work.
 - 2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility and ENGINEER of conflicts between existing and proposed facilities.
 - 3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the CONTRACTOR's expense.
- C. Sheeting, Shoring and Bracing
 - 1. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.
 - 2. Leave sheeting and shoring in place where removal might cause damage to work or as otherwise indicated on drawings.
 - 3. When moveable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

- D. Changes in Grade
 - 1. Minor adjustments to grades may be made from plan grades to suit unforeseen construction conflicts or conditions with approval from ENGINEER.
 - 2. No additional compensation will be made for such minor changes.

3.2 EXCAVATION AND TRENCHING

- A. General
 - 1. Method of excavation at CONTRACTOR's option.
 - 2. The CONTRACTOR will use caution when excavating under tree roots and under and around structures and utilities. Excavate by hand when necessary.
 - 3. Stockpile and replace topsoil equal to pre-existing depth for surface restoration in grassed or agricultural areas where specified or shown on plans.
- B. Trench Characteristics
 - 1. Depth: As indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified or indicated.
 - 2. Width
 - a. Keep width of trench as narrow as possible and yet provide adequate room for backfilling and jointing.
 - 3. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.
 - 4. Trench bottom shall be free of large stones and other foreign material.

3.3 ORGANIC OR UNSTABLE MATERIALS

- A. Stop work and notify ENGINEER.
- B. Perform remedial work as directed.
- C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by the ENGINEER.

3.4 ROCK EXCAVATION

- A. Excavate any rock to maintain minimum 6-inch clearance around pipe.
- B. Dispose of rock material not suitable for backfill as directed by the ENGINEER.
- C. Use of explosives not permitted without prior written authorization from the OWNER and ENGINEER.
- D. Provide Special Hazard Insurance covering liability for blasting operations.

3.5 BEDDING

- A. Place after bottom of trench has been excavated to proper depth and grade.
- B. Place, compact and shape bedding material to conform to barrel of pipe to insure continuous firm bedding for full length of pipe.
- C. Provide bedding as described on Plans or in Special Conditions.

3.6 TRENCH BACKFILL

- A. Use excavated material backfill unless otherwise specified or directed.
- B. Use suitable backfill for all trenches within 5 feet of buildings and beneath walks, parking areas, paved streets or existing exposed utilities.
- C. Initial Backfill
 1. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.
 2. Carry out in an orderly fashion after authorization to cover pipe has been given.
 3. Allow no more than 300 feet of trench to be open at one time.
 4. Do not backfill until concrete or mortar has sufficiently cured.
 5. Record location of connections and appurtenances before backfilling.
 6. Place by hand and hand tamp to not less than 12 inches above top of pipe, in approximately 4-inch layers.
 7. Backfill simultaneously on both sides of pipe to prevent displacement.
 8. Place cushion of 4 feet above pipe envelope before using heavy compacting equipment.
- D. Subsequent Backfill
 1. Place backfill into trench at an angle so that impact on installed pipe is minimized.
 2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, and/or cause the installed pipe to be moved from the established grade and/or alignment.
 3. Area under pavement and walks or within buildings shall be mechanically compacted to the top of the subgrade in 6-inch lifts to a minimum of 95 percent Standard Proctor Density.
 4. Areas not subject to vehicular traffic shall be backfilled and compacted in layers not more than 12 inches in depth.
 5. Compaction method at discretion of the CONTRACTOR with the following exceptions:
 - a. If in the ENGINEER's opinion compaction method presents potential damage to pipe, it will not be allowed.
 - b. Compaction of any backfill material by flooding or jetting will require prior written authorization of the ENGINEER.
 6. Mound excavated materials no greater than 6 inches in open areas only.

7. Fill upper portion of trench with topsoil as specified hereinbefore.
8. No trench shall be open overnight.

E. Controlled Density Fill

1. Use where shown on plans.
2. Provide suitable forms to limit volume of controlled density fill material.
3. Protect exposed utility lines during placement.
4. Place material in accordance with suppliers' written recommendations unless directed otherwise by the ENGINEER.

3.7 EXCESS MATERIAL

- A. Legally dispose of waste excess excavated material.

3.8 TESTING

- A. Payment of failed tests will be the responsibility of the CONTRACTOR.

B. Standard Proctor Density

1. ASTM D698.
2. One (1) required for each type of material encountered.

C. In Place Density

1. ASTM D1556 (Sand Cone)
2. ASTM D2167 (Balloon)
3. ASTM D3017 (Nuclear)

END OF SECTION 02221

SECTION 02270 - SEDIMENTATION AND EROSION CONTROL

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary to perform all installation, maintenance, removal, and area cleanup related to sedimentation control work as shown on the Drawings and as specified herein or as required to prevent the transport of silt or sediment outside the limits of construction. The work shall include, but not necessarily be limited to, installation of temporary access ways and staging areas, silt fences, temporary seeding, turbidity barriers, sediment removal and disposal, device maintenance, removal of temporary devices, temporary mulching, and final cleanup.
- B. The CONTRACTOR shall prepare a Sedimentation and Erosion Control Plan. This plan shall be used as a minimum in developing the Pollution Prevention Plan for the NPDES permit application (notification) to be filed by the CONTRACTOR.

1.2 RELATED REQUIREMENTS

- A. The Contract Documents include, but are not limited to, the following related sections:
 - 1. Earthwork is included in Section 02200.
 - 2. Sodding is included in Section 02483.

1.3 SUBMITTALS

- A. Within 10 days after award of Contract, the CONTRACTOR shall submit to the ENGINEER for approval, technical product literature for all commercial products to be used for sedimentation and erosion control.

1.4 QUALITY ASSURANCE

- A. The CONTRACTOR shall be responsible for the timely installation and maintenance of all sedimentation control devices necessary to prevent the movement of sediment from the construction site to off-site areas, via surface runoff or underground drainage systems. Measures in addition to those shown on the Drawings necessary to prevent the movement of sediment outside the limits of construction shall be installed, maintained, removed, and cleaned up at the expense of the CONTRACTOR. No additional charges to the OWNER will be considered.
- B. Sedimentation and erosion control measures shall conform to the Best Management Practices outlined in the Drawings and in the Florida Development Manual.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Silt Fence

1. Steel posts shall be a minimum of 5 feet in length, 2-1/2-in by 2-1/2-in by 1/4-in angle post with self-fastening tabs and a 5-in by 4-in (nominal) steel anchor plate at bottom.
2. Welded wire fabric shall be 4-in by 4-in mesh of 12 gauge by 12 gauge steel wire.
3. Silt fence fabric shall be a woven, polypropylene, ultraviolet resistant material such as Mirafi 100X as manufactured by Mirafi, Inc., Charlotte, NC or approved equal.
4. Tie wires for securing silt fence fabric to wire mesh shall be light gauge metal clips (hog rings), or 1/32-in diameter soft aluminum wire.
5. Prefabricated commercial silt fence may be substituted for built-in-field fence. Pre-fabricated silt fence shall be "Envirofence" as manufactured by Mirafi Inc., Charlotte, NC or approved equal.

B. Turbidity Barriers: Turbidity barriers meeting FDOT Type I and Type II requirements shall be provided. Turbidity barrier may be floating or staked, based on the conditions at the location for installation. Turbidity barrier shall be capable of functioning properly for flow conditions up to a 5 year/24 hour storm event. Turbidity barriers shall be constructed of PVC or polypropylene material, all portions which will be exposed to direct sunlight shall be ultraviolet resistant. All metal components shall be corrosion resistant. Woven materials may be acceptable for installations where high flow conditions may exist during storm events. Turbidity barriers shall be "Mark I", "Mark II", or "PC-2" as manufactured by American Boom & Barrier Corporation, Cape Canaveral, FL or equal.

C. Straw mulch shall be utilized on all newly graded areas to protect areas against washouts and erosion. Straw mulch shall be comprised of threshed straw of oats, wheat, barley, rye, or hay that is free from noxious weeds, mold or other objectionable material. The straw mulch shall contain at least 50 percent by weight of material to be 10-in or longer. Straw shall be in an air-dry condition and suitable for placement with blower equipment.

D. Latex acrylic copolymer, such as Soil Sealant with coalescing agent as manufactured by Soil Stabilization Co., Merced, CA or approved equivalent shall be used as straw mulch tackifier.

E. An asphalt tackifier may be used in place of a latex acrylic copolymer with prior written approval from the ENGINEER.

F. Temporary Sod: This work shall consist of furnishing and placing sod in accordance with Section 02483 within areas designated by the ENGINEER, in order to temporarily control erosion. If the sod is determined to be of a temporary nature, at the discretion of

the ENGINEER the requirements for fertilizer and lime may be eliminated. The sod shall be kept in a moist condition in order to insure growth.

- G. Temporary Grassing: Certain areas of Grassing constructed in accordance with Section 02482 may be designated by the ENGINEER as temporary erosion control features. The ENGINEER may determine that permanent type grass seed be omitted from Grassing and the specified rate of spread for fertilizer used in conjunction with grassing operations be reduced when such work is designated as a temporary erosion control feature.
- H. Baled Hay or Straw: This work shall consist of construction of baled hay or straw dams to protect against downstream accumulations of silt. The baled hay or straw dams shall be constructed in accordance with the details in the FDOT Roadway and Traffic Design Standards. All baled hay or straw utilized shall comply with the provisions of FDOT Specification Section 9811-3.1 for dry mulch.
- I. Erosion control matting shall be installed as shown on the drawings or as approved. Erosion control matting shall be North American Green P300 or equal.
- J. Excelsior matting shall be installed as shown on the drawings or as approved. Excelsior matting shall be North American Green SC150 or equal.
- K. Fabric formed concrete erosion protection shall be Armorform as manufactured by Nicolon, or equal. Material shall correspond to the 4-inch thick Uniform Section Mat (USM), or equal.

PART 3 - EXECUTION

3.1 LOCATION OF SEDIMENT/EROSION CONTROL AND TURBIDITY BARRIERS

- A. At a minimum, sediment/erosion control devices shall be installed at all locations shown on the plans and specified herein.
- B. Sediment/erosion control devices shall be installed at 500 feet intervals along all swales and ditches constructed and around all installed drainage structures prior to placement of sod.
- C. Sediment/erosion control shall be installed along all limits of construction.
- D. Sediment control or turbidity barriers shall be installed along the upstream side of all littoral zones within stormwater ponds. Sediment control or turbidity barriers shall be installed along the open water side of all littoral zones in borrow areas in which excavation is being conducted.

- E. Turbidity barriers shall be installed in all waters of the U.S. and the stormwater drainage ditch. Clearing of vegetation 20 feet upstream and downstream of the turbidity barriers is required.
- F. CONTRACTOR shall provide additional sediment/erosion control and turbidity barriers as needed to control the transport of silt and sediments outside of the limits of construction.
- G. Sediment/erosion control shall be installed around the base of all soil stockpile areas. All non-working faces of soil stockpiles, which will be in place longer than three months shall be seeded in accordance with the temporary seed requirements in Section 02482 - Seeding.
- H. Sediment/erosion control devices shall be installed along the perimeter of all staging areas.
- I. Sediment/erosion control for all construction activities which take place within an existing Jurisdictional Wetland (NFWFMD, FDEP, and/or ACOE), which will only be partially impacted by construction shall have double sediment/erosion control barriers. The separation between the double barriers shall be at least 5 feet, but no greater than 10 feet.
- J. All disturbed areas, greater than one (1) acre, in which construction activities have stopped and are not anticipated to resume for a period of three months or longer shall be temporarily seeded, within five days of stoppage of construction, in accordance with the temporary seeding requirements in Section 02482.
- K. All disturbed areas, greater than one (1) acre, in which construction activities have been stopped and are not anticipated to resume for a period of 21 days, but not longer than three months shall be temporarily mulched, within five days of stoppage of construction in accordance with Paragraph 3.4.

3.2 INSTALLATION

- A. Silt Fence Installation
 1. Silt fences shall be positioned as specified indicated on the Drawings and as necessary to prevent movement of sediment produced by construction activities outside of the limits of construction or as approved.
 2. Dig trench approximately 6-in wide and 6-in deep along proposed fence lines.
 3. Drive metal-stakes, 8 feet on center (maximum) at back edge of trenches. Stakes shall be driven 2 feet (minimum) into ground.
 4. Hang 4 by 4 woven wire mesh on posts, setting bottom of wire in bottom of trench. Secure wire to posts with self-fastening tabs.
 5. Hang filter fabric on wire carrying to bottom of trench with about 4-in of fabric laid across bottom of trench. Stretch fabric fairly taut along fence length and secure with tie wires 12-in O.C. both ways.
 6. Backfill trench with excavated material and tamp.

7. Install pre-fabricated silt fence according to MANUFACTURER's instructions.
- B. Haybale Barrier
1. Bales shall be either wire-bound or string-tied with the bindings oriented around the sides rather than over and under the bales.
 2. Bales shall be placed lengthwise in a single row with the ends of adjacent bales tightly abutting one another.
 3. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After bales are staked and chinked, the excavated soil shall be backfilled against the barrier. Backfilled material shall conform to the ground level on the downhill side and shall be built up to 2 inches against the uphill side.
 4. Each bale shall be securely anchored by at least two stakes or rebars driven through the bale. The first stake shall be driven toward the previously laid bale to force the bales together. Stakes shall be driven deep enough into the ground to securely anchor the bales.
 5. The gaps between each bale shall be chinked (filled by wedging) with straw to prevent water from escaping between the bales.
- C. Turbidity Barriers
1. Turbidity barriers should extend the entire depth of the water.
 2. Turbidity barriers should not be placed perpendicular to flow. Barriers should be installed at an angle to the flow. Angle should be determined on the amount of flow in the waterway and the MANUFACTURER's recommendation.
 3. Turbidity barrier should be 10 to 20 percent longer than the straight line measurement.
 4. Joints between panels should be kept to a minimum.
 5. Barrier should extend to the top of bank. All ends should be secured firmly to the shoreline.
 6. Where significant flow is anticipated, a heavy woven pervious filter fabric may be substituted.
- D. Inlet Protection
1. Inlet protection shall be installed for all catch basins, drop inlets, drop structures, inlets to drainage pipes, or other structures as indicated on plans.
 2. A 5-foot strip of sod shall be laid surrounding the perimeter each structure.
 3. A silt fence or haybale barrier shall be installed around the perimeter of the sodded area.
- E. Fabric Formed Concrete Erosion Protection
1. Fabric formed concrete erosion protection shall be installed as shown on the drawings and in accordance with MANUFACTURER's recommendations.
- F. Erosion Control and Excelsior Matting
1. Erosion control and excelsior matting blankets shall be installed as shown on the drawings and as approved in accordance with MANUFACTURER's instructions. The area to be covered shall be properly prepared before the blanket is applied.

When the blanket is unrolled, the netting shall be on top and the fibers in contact with the soil over the entire area. The blankets shall be applied in the direction of water flow, and stapled. Blankets shall be placed a minimum of three rows (of 4-ft) wide (total approx. 12-ft width) and stapled together in accordance with MANUFACTURER's instructions. Side overlaps shall be 6-in minimum. The staples shall be made of wire, .091-in in diameter or greater, "U" shaped with legs 10-in in length and a 1-1/2-in crown. The staples shall be driven vertically into the ground, spaced approximately 2 linear feet apart, on each side, and one row in the center alternately spaced between each side. Upper and lower ends of the matting shall be buried to a depth of 4-in in a trench. The bottom of the fold shall be 4-in below the ground surface. Staple on both sides of fold. Where the matting must be cut or more than one roll length is required, turn down upper end of downstream roll into a trench to a depth of 4-in. Overlap lower end of upstream roll 4-in past edge of downstream roll and staple.

2. To ensure full contact with soil surface, roll matting with a roller weighing 100 pounds per foot of width perpendicular to flow direction after placing matting, stapling and seeding and sodding. Thoroughly inspect channel after completion. Correct any areas where matting does not present a smooth surface in full contact with the soil below.

3.3 MAINTENANCE AND INSPECTIONS

A. Inspections

1. CONTRACTOR shall make a visual inspection of all sedimentation and erosion control devices (including turbidity barriers) once per week and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment to areas outside the limits of construction, CONTRACTOR shall promptly install additional devices as needed. Sediment controls in need of maintenance shall be repaired promptly.
2. CONTRACTOR shall keep a log of all inspections indicating the following:
 - a. Date and time of inspection
 - b. Inspector
 - c. Amount of rainfall
 - d. Erosion and sediment control devices inspected
 - e. Condition of sediment and erosion control devices
 - f. Repairs needed
 - g. Date repair is completed

B. Device Maintenance

1. Silt Fences
 - a. Remove accumulated sediment once it builds up to one-half of the height of the fabric.
 - b. Replace damaged fabric, or patch with a 2-ft minimum overlap.
 - c. Make other repairs as necessary to ensure that the fence is filtering all runoff directed to the fence.

2. Haybale Barriers
 - a. Remove accumulated sediment once it builds up to one-half of the height of the haybales.
 - b. Replace damaged haybales.
 - c. Make other repairs as necessary to ensure that the haybales are filtering all runoff directed to the barrier.
3. Inlet Protection
 - a. Remove accumulated sediment once it builds up to one-half of the height of the barrier.
 - b. Remove all sediment accumulated within the barrier and replaced damaged sod.
 - c. Make other repair as necessary to ensure that the inlet protection device is operating properly.
4. Turbidity Barriers
 - a. Turbidity barriers shall be inspected on a daily basis.
 - b. Replace damaged fabric, or patch with a 2 foot minimum overlap.
 - c. Make other repairs as necessary to ensure barriers are effectively maintaining turbidity levels outside of the barrier.

3.4 TEMPORARY MULCHING

- A. Apply temporary mulch to areas where rough grading has been completed but final grading is not anticipated to begin within 21 days of the completion of rough grading. If construction activities are not planned to resume for three months or longer, the temporary seeding requirements shall be followed.
- B. Straw mulch shall be applied at rate of 2,000 lbs/acre and tackified with latex acrylic copolymer at a rate of 1 gal/1000 ft² diluted in a ratio of 30 parts water to 1 part latex acrylic copolymer mix.
- C. After temporary mulching, traffic should be kept to a minimum, except for designated temporary access roads.

3.5 REMOVAL AND FINAL CLEANUP

- A. Once the site has been fully stabilized against erosion, remove sediment control devices and all accumulated silt. Dispose of silt and waste materials in proper manner. Regrade all areas disturbed during this process and stabilize against erosion with surfacing materials as indicated on the Drawings or specified herein.

END OF SECTION 02270

SECTION 02483 - SODDING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all labor, materials, equipment and incidentals required to prepare lawn bed and install sodding as shown on contract drawings and as specified.
- B. Sod shall be provided as shown in the construction plans.

1.2 SUBMITTALS

- A. Submit representative topsoil samples for analysis by a private laboratory to determine nutrient deficiencies and outline a proper fertilization program. Copies of the test results shall be provided to the ENGINEER. Based on tests performed by the CONTRACTOR, the soil conditioners shall be as specified or as recommended by the ENGINEER.
- B. Submit certifications for all sodding supplied.

PART 2 - PRODUCTS

2.1 SOD

- A. Sod shall be made to match the existing species prior to construction of firm texture having a compacted growth and good root development as approved. Grass sod shall be viable, clean, free of noxious pests and capable of vigorous growth and development.
- B. Sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.
- C. Before being cut and lifted the sod shall have been mowed 3 times with the final mowing not more than a week before cutting into uniform dimensions.
- D. CONTRACTOR may request approval from OWNER for alternate sod types based on application or availability.

2.2 SOIL CONDITIONERS

- A. Fertilizer:
 - 1. Fertilizer shall be a complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.
 - 2. Percentages of nitrogen, phosphorus and potash shall be approved by the ENGINEER. For purpose of bidding, assume 6 percent nitrogen, 6 percent phosphorus and 6 percent potash by weight. At least 50 percent of the total nitrogen shall contain no less than 3 percent water-insoluble nitrogen.
 - 3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of MANUFACTURER. Containers shall bear the MANUFACTURER's guaranteed statement of analysis, or a MANUFACTURER's certificate of compliance covering analysis shall be furnished to the ENGINEER. Store fertilizer in a weatherproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.
- B. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20 percent available phosphoric acid.

PART 3 - EXECUTION

3.1 LAWN BED PREPARATION

- A. Areas to be sodded shall be cleared of all rough grass, weeds, and debris, and the ground brought to an even grade as approved.
- B. The soil shall then be thoroughly tilled to a minimum 8-inch depth.
- C. Superphosphate at a rate for bidding purposes of 5 pounds per 1000 square foot and complete fertilizer at a rate for bidding purposes of 16 pounds per 1,000 square foot shall be evenly distributed over entire area and cross-disced in to a depth of 4-6 inches.
- D. The areas shall then be brought to proper grade, free of sticks, stones, roots, or other foreign matter over 1-inch in diameter or dimension. The surface shall conform to finish grade, less the thickness of sod, free of water-retaining depressions, the soil friable and of uniformly firm texture.

3.2 SOD HANDLING AND INSTALLATION

- A. During delivery, prior to planting, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture.

- B. After completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. There shall be no overlap of butts or sides. On mounds and other slopes, the long dimension of the sod shall be laid parallel to the contour of the slope. Lay sod in a staggered pattern. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.
- C. On slopes 4:1 (H:V) and greater use 5" to 10" staples to fasten sod firmly. Place staples at the ends of strips and in the center, or every 3' to 4' if the strips are long. Staples shall be pushed flush to the ground to allow mowing.
- D. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the ENGINEER after ENGINEER'S inspection. Any sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained properly moistened.
- E. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. Top dressing with approved, clean, weed free, sand may be required at no additional cost to the OWNER if deemed necessary by the ENGINEER.
- F. Sodding shall not be performed when weather and soil conditions are, in the ENGINEER'S opinion, unsuitable for proper results.
- G. Areas on which sod is to be placed shall contain sufficient moisture to prevent drying out. CONTRACTOR shall keep sod moist to the full depth of the rooting zone for a minimum of two (2) weeks after installation.

3.3 MAINTENANCE

- A. The CONTRACTOR shall produce a dense, well established lawn. The CONTRACTOR shall be responsible for the repair and resodding of all eroded or bare spots until project acceptance. Repair sodding shall be accomplished as in the original work except that fertilizing may be omitted.
- B. Sufficient watering shall be done by the CONTRACTOR to maintain adequate moisture for optimum development of the lawn areas. Sodded areas shall receive no less than 1.5 inches of water per week.

3.4 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR'S OPERATIONS

- A. Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by CONTRACTOR's operations shall be repaired at once by proper sod bed preparation, fertilizing and resodding, in accordance with these specifications, except that lawn areas in existence at the time of construction shall be resodded with the type of sod originally in existence.

END OF SECTION 02483

Monday, December 6, 2021

Project Name: Cove Road Drainage Repairs

Project Location: Navarre, FL

PRODUCT SPECIFICATION (CSI FORMAT)

SECTION 31 32 00

SOIL STABILIZATION SYSTEM

PART 1 GENERAL

1.1 SUMMARY

- A. Work Included: This Section includes providing all material, labor, tools and equipment for installation of Geoweb® geocell system as shown in the Contract Documents and as specified in this Section.
- B. The Geoweb® geocell system shall be used for channel protection.

1.2 RELATED SECTIONS AND DIVISIONS

- A. The applicable provisions of the General Conditions shall govern the work in this Section.
- B. Section 0130000 - Administrative Requirements
- C. Section 0220000 - Site Preparation
- D. Section 312000 - Earth Moving
- E. Section 02070 - Geosynthetics
- F. Section 312500 - Erosion and Sedimentation Control

1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M 218 - Steel Sheet, Zinc-Coated (Galvanized) for Corrugated Steel Pipe.
 - 2. AASHTO M 288 - Geotextile Specification for Highway Applications.
- B. American Society of Testing and Materials (ASTM)
 - 1. ASTM D 792 - Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
 - 2. ASTM D 1505 - Density of Plastics by the Density-Gradient Technique.
 - 3. ASTM D 1603 - Standard Test for Carbon Black in Olefin Plastics.
 - 4. ASTM D 1693 - Environmental Stress-Cracking of Ethylene Plastics.
 - 5. ASTM D 5394 - Standard Test Method for Environmental Stress-Cracking of Ethylene Plastics.
 - 6. ASTM D 5199 - Measuring Nominal Thickness of Geotextiles and Geomembranes.
 - 7. ASTM D 5596 - Standard Test Method for Microscopic Evaluation of the Dispersion of Carbon Black in Polyolefin Geosynthetics.
 - 8. ASTM D 5721 - Standard Practice for Air-Oven Aging of Polyolefin Geomembranes.
 - 9. ASTM D 5885 - Standard Test Method for Oxidative Induction Time of Polyolefin Geosynthetics by High-Pressure Differential Scanning Calorimetry.
 - 10. ASTM D 6693 (Type IV) - Standard Test Method for Determining Tensile Properties of Nonreinforced Polyethylene and Nonreinforced Flexible Polypropylene Geomembranes.



11. ASTM D 7328 - Standard Test Method for Effect of Exposure of Unreinforced Polyolefin Geomembrane Using Fluorescent UV Condensation Apparatus
 12. ASTM E 41 - Terminology Relating to Conditioning.
 - C. US Army Corps of Engineers (USACE)
 1. Technical Report GL-86-19, Appendix A.
- 1.4 SUBMITTALS
- A. Submit Manufacturer's shop drawings in accordance with Section 0130000, including Manufacturer's product data, samples and section layout.
 - B. Design Calculations and Drawings. Provide a complete set of design calculations including a description of the hydraulic and static analyses performed to determine overall stability.
 1. The calculations shall be submitted at the time of bid.
 2. The calculation method shall be based on computer software specific to the Manufacturer's material and accessories. The software shall be founded on sound engineering principles, research/testing and stability analysis.
 3. Provide stability analysis for the infill material. The stability analysis shall be based on accredited third party university testing based on the specific infill type. Provide research summary for the stability analysis specific to the Manufacturer's material.
 4. Minimum overall design factor of safety shall be 1.4.
 5. For tendon anchorage systems:
 - a) At a minimum; include channel design conditions, channel and hydraulic stability calculations, flow, velocity, roughness coefficients, water depth, tractive force, calculated factors of safety, friction angles. Provide the number of tendons, tendon type, load transfer device, and spacing.
 - b) Provide the pipe type and diameter, or the minimum anchor pullout strength, and calculations for the recommended crest anchorage system.
 - c) A submittal shall be included for the load transfer device including third party testing showing pull through testing exceeding 420 pounds.
 6. The stability calculations shall be in Microsoft Excel converted to Adobe PDF format.
 7. Cross section and plan view drawings shall be in AutoCAD converted to Adobe PDF format.
 - C. Manufacturer's Certificate of Analysis: Manufacturer shall supply certificate of analysis containing the following test results for the Geoweb® geocell material used for project: Base Resin Lot Number(s), Resin Density per ASTM D 1505 or D 792, Production Lot Number(s), Material Thickness, Short Term Seam Peel Strength, and percentage of Carbon Black.
 - D. No material will be considered as an equivalent to the geocell material specified herein unless it meets all requirements of this specification, without exception. Manufacturers seeking to supply equivalent material must submit records, data, independent test results, samples, certifications, and documentation deemed necessary by the Engineer to prove equivalency. The Engineer shall approve or disapprove other Manufacturers' materials in accordance with the General Conditions after submission and review of provided information. All substitute materials submitted shall be subject to independent lab testing at the contractor's expense.
- 1.5 QUALITY ASSURANCE AND CONTROL
- A. The Geoweb® geocell system material shall be provided from a single Manufacturer for the entire project.



- B. The Manufacturer's Quality management system shall be certified and in accordance with ISO 9001:2015 and CE certification. Substitute materials submitted shall provide a certification that the manufacturing process is part of an ISO program. Certification is required specifically stating that the testing facility is certified and in accordance with ISO. An ISO certification for the substitute material will not be acceptable unless it is proven it pertains specifically to the geocell manufacturing operations.
- C. The Manufacturer shall provide certification of compliance to all applicable testing procedures and related specifications upon the customer's written request. Request for certification shall be submitted no later than the date of order placement. The Manufacturer shall have a minimum of 20 years experience producing Geoweb® geocell systems.
- D. Pre-Installation Meeting: Prior to installation of any materials, conduct a pre-installation meeting to discuss the scope of work and review installation requirements. The pre-installation meeting shall be attended by all parties involved in the installation of the Geoweb® geocell system.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in Manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and Manufacturer.
- B. The materials shall be stored in accordance with Manufacturer's instructions. The materials shall be protected from damage and away from direct sunlight.
- C. The materials shall be delivered, unloaded and installed in a manner to prevent and minimize damage.

1.7 WARRANTY

- A. The Manufacturer shall warrant each section that it ships to be free from defects in materials and workmanship at the time of manufacture. The Manufacturer's exclusive liability under this warranty or otherwise will be to furnish without charge to the original f.o.b. point a replacement for any section which proves to be defective under normal use and service during the 10-year period which begins on the date of shipment. The Manufacturer reserves the right to inspect any allegedly defective section in order to verify the defect and ascertain its cause.
- B. This warranty shall not cover defects attributable to causes or occurrences beyond the Manufacturer's control and unrelated to the manufacturing process, including, but not limited to, abuse, misuse, mishandling, neglect, improper storage, improper installation, improper alteration or improper application.
- C. In no event shall the Manufacturer be liable for any special, indirect, incidental or consequential damages for the breach of any express or implied warranty or for any other reason, including negligence, in connection with the Geoweb® geocell system.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A. Presto Geosystems, PO Box 2399, Appleton, Wisconsin 54912-2399.
Toll Free: (800) 548-3424. Phone: (920) 738-1328. Fax: (920) 738-1222.
E-Mail: info@prestogeo.com. Website: www.prestogeo.com.

2.2 GEOWEB® GEOCELL SYSTEM

- A. Manufacturing Certification
 - 1. The Manufacturer shall have earned a certificate of registration, which demonstrates that its quality-management system for its Geoweb® geocell system is currently registered to the ISO 9001:2015 and CE quality standards.
- B. Base Materials



1. Polyethylene Stabilized with Carbon Black
 - a) Density shall be 58.4 to 60.2 pound/ft³ (0.935 to 0.965 g/cm³) in accordance with ASTM D 1505 or D 792.
 - b) Environmental Stress Crack Resistance (ESCR) shall be 5000 hours in accordance with ASTM D 1693.
 - c) Ultra-Violet light stabilization with carbon black.
 - d) Carbon Black content shall be 1.5 to 2 percent by weight, through addition of a carrier with certified carbon black content, in accordance with ASTM D 1603.
 - e) Carbon black shall be homogeneously distributed throughout material, in accordance with ASTM D 5596.
 - f) The manufacturer shall have an in-place quality control to prevent irregularities in strip material.
- C. Cell Properties
 1. Individual cells shall be uniform in shape and size when expanded.
 2. Individual cell dimensions (nominal) shall be dimensions $\pm 10\%$.
 3. GW30V-Cell
 - a) Length shall be 11.3 inches (287 mm).
 - b) Width shall be 12.6 inches (320 mm).
 - c) Nominal area shall be 71.3 in² (460 cm²) plus or minus 1%.
 - d) Nominal depth shall be 6 inches (150 mm).
- D. Strip Properties and Assembly
 1. Perforated Textured Strip/Cell
 - a) Strip sheet thickness shall be 50 mil (1.27 mm), minus 5 percent, plus 10 percent in accordance with ASTM D 5199. Determine thickness flat, before surface disruption.
 - b) Polyethylene strips shall be textured surface with a multitude of rhomboidal (diamond shape) indentations.
 - c) Textured sheet thickness shall be 60 mil, plus or minus 6 mil (1.52 mm plus or minus 0.15 mm).
 - d) Indentation surface density shall be 140 to 200 per in² (22 to 31 per cm²).
 - e) Perforated with horizontal rows of 0.4 inch (10 mm) diameter holes.
 - f) Perforations within each row shall be 0.75 inches (19 mm) on-center.
 - g) Horizontal rows shall be staggered and separated 0.50 inches (12 mm) relative to hole centers.
 - h) Edge of strip to nearest edge of perforation shall be a minimum of 0.3 inches (8 mm).
 - i) Centerline of spot weld to nearest edge of perforation shall be a minimum of 0.7 inches (18 mm).
 - j) A slot with a dimension of 3/8 inch x 1-3/8 inch (10 mm x 35 mm) is standard in the center of the non-perforated areas and at the center of each weld.
 2. Assembly of Cell Sections
 - a) Fabricate using strips of sheet polyethylene each with a length of 142 inches (3.61 m) and a width equal to cell depth.



- b) Connect strips using full depth ultrasonic spot-welds aligned perpendicular to longitudinal axis of strip.
 - c) Ultrasonic weld melt-pool width shall be 1.0 inch (25 mm) maximum.
 - d) Weld spacing for GW30V-cell sections shall be 17.5 inches plus or minus 0.10 inch (445 mm plus or minus 2.5 mm).
- E. Cell Seam Strength Tests
- 1. Minimum seam strengths are required by design and shall be reported in test results. Materials submitted with average or typical values will not be accepted. Written certification of minimum strengths must be supplied to the Engineer at the time of submittals.
 - 2. Short-Term Seam Peel-Strength Test
 - a) Cell seam strength shall be uniform over full depth of cell.
 - b) Minimum seam peel strength shall be 480 lbf (2,130 N) for 6 inch (150 mm) depth.
 - 3. Long-Term Seam Peel-Strength Test
 - a) Conditions: Minimum of 7 days in a temperature-controlled environment that undergoes change on a 1 hour cycle from room temperature to 130 °F (54 °C).
 - b) Room temperature shall be in accordance with ASTM E41.
 - c) Test samples shall consist of two, 4 inch (100 mm) wide strips welded together.
 - d) Test sample consisting of two carbon black stabilized strips shall support a 160 pound (72.5 kg) load for test period.
 - 4. 10,000-hour Seam Peel Strength Certification
 - a) Presto Geosystems shall provide data showing that the high-density polyethylene resin used to produce the Geoweb® sections has been tested using an appropriate number of seam samples and varying loads to generate data indicating that the seam peel strength shall survive a loading of at least 209 lbf (95 kg) for a minimum of 10,000 hours.

2.3 INTEGRAL COMPONENTS

A. ATRA® Tendon Clip

- 1. The ATRA® Tendon Clip is a molded, high-strength polyethylene device with a locking member and post with minimum pull-through of 420 lbs (191 kg).
- 2. The ATRA® Tendon Clip is the recommended anchorage connection method for securing sections with tendons and transferring the driving gravity forces to the cell wall.

B. ATRA® Key

- 1. ATRA® Keys shall be constructed of polyethylene and provide a high strength connection with minimum pull-through of 275 lbs (125 kg).
- 2. ATRA® Keys shall be used to connect sections together at each interleaf and end to end connection.
- 3. Metal staples and plastic zip ties are not an acceptable panel connection method.

2.4 TENDON ANCHORAGE

A. Tendon Type

- 1. Woven Polypropylene - TPP-55
 - a) Material shall be bright yellow, high-tenacity, industrial-continuous-filament, polypropylene yarn woven into a braided strap.
 - b) Minimum break strength shall be 1250 lbf (5.56 kN).



- B. Types of Tendon Anchorage
 - 1. Tendons, ATRA® Tendon Clips and Earth Anchors.

2.5 INFILL MATERIALS

- A. Infill material shall be gravel, crushed aggregate or stone with a maximum particle size of one-third cell depth.
- B. Infill material shall be free of any foreign material.
- C. Clays and silts are not acceptable infill material.
- D. Infill material shall be free-flowing and not frozen when placed in the Geoweb® panels.

2.6 ADDITIONAL COMPONENTS

- A. Geotextile
 - 1. The geotextile separation layer shall be as specified in the Contract Documents.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions are as indicated on the drawings. Notify the Engineer if site conditions are not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.
- B. Verify layout of structure is as indicated on the drawings. Notify the Engineer if layout of structure is not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.

3.2 INSTALLATION OF THE CHANNEL PROTECTION SYSTEM

- A. Prepare sub grade and install protection system in accordance with Manufacturer's recommendations.
- B. Sub Grade Preparation:
 - 1. Excavate or fill foundation soils so top of installed section is flush with or slightly lower than adjacent terrain or final grade as indicated on the drawings or as directed by the Engineer.
 - 2. Install geotextile separation layer on prepared surfaces ensuring required overlaps are maintained and outer edges of geotextile are buried in accordance with the Manufacturer's recommendations.
 - 3. Install geomembrane separation layer on prepared surfaces ensuring seams are welded and outer edges of geomembrane are buried in accordance with the Manufacturer's recommendations.
- C. Section Anchorage
 - 1. Anchorage requirements for the sections shall be as shown on the Contract Documents and as directed by the Engineer.
 - 2. Anchorage with Tendons, ATRA® Tendon Clips and Earth Anchors
 - a) Preferred Method - Top of Channel Slope Installation
 - i) Excavate the anchor trench at the top of the channel slope to the depth as shown on the Contract Documents.
 - ii) Position the collapsed sections at the crest of the slope.
 - iii) Measure and cut the tendon run lengths for each tendon location allowing extra length to connect to earth anchor.



- iv) Mark the tendons with a black permanent marker per the ATRA® Tendon Clip Location Chart.
 - v) Thread the tendons through the unexpanded section.
 - vi) Starting from the first cell, count the number of cells to the next ATRA® Tendon Clip location and repeat along that cell row.
 - vii) Repeat this procedure for each additional cell row tendon/ATRA® Tendon Clip run.
 - viii) With all the ATRA® Tendon Clips placed in the section, thread the tendons through the I-slots in the unexpanded section.
 - ix) Locate the corresponding mark on the tendon and position it in front of the cell wall. Hold the tendon and connect to the ATRA® Tendon Clip. Refer to the Channel Installation Manual for ATRA® Tendon Clip tie-off instructions.
 - x) Repeat this process on each cell row tendon/ATRA® Tendon Clip run.
 - xi) Install earth anchors in accordance with Manufacturer's recommendations and instructions. Earth anchor type and strength shall be as shown on the Contract Documents.
 - xii) Place the collapsed section in the anchor trench, secure tendons to earth anchors and expand down the slope.
 - xiii) Adjust the section (i.e. a shake or two of the expanded section works well for this) so that the section and tendons are uniformly taut.
 - xiv) Terminate the bottom of the tendons with ATRA® Tendon Clips.
 - xv) Fill the anchorage trench with the specified material and compact as required by the Contract Documents.
- b) Alternate Method - On Channel Slope Installation
- i) Excavate the anchor trench at the top of the channel slope to the depth as shown on the Contract Documents.
 - ii) Position collapsed sections at the crest of the slope.
 - iii) Feed precut lengths of specified tendon material through the I-slots in the cell walls before expanding individual sections into position. Number of tendons per section shall be per the Contract Documents. Leave the trailing length of the tendon on the upslope side of the section to allow for connection of the ATRA® Tendon Clips.
 - iv) Install earth anchors in accordance with Manufacturer's recommendations and instructions. Earth anchor type and strength shall be as shown on the Contract Documents.
 - v) Place the collapsed section in the anchor trench, secure tendons to earth anchors, and expand down the slope.
 - vi) Install the ATRA® Tendon Clips at the locations indicated on the Contract Documents.
 - vii) Hold the tendon and attach to the ATRA® Tendon Clips. Refer to the Channel Installation Manual for ATRA® Tendon Clip tie-off instructions.
 - viii) Adjust the section (i.e. a shake or two of the expanded section works well for this) so that the section and tendons are uniformly taut.
 - ix) Terminate the bottom of the tendons with ATRA® Tendon Clips.
 - x) Fill the anchorage trench with the specified material and compact as required by the Contract Documents.

D. Section Placement and Connection



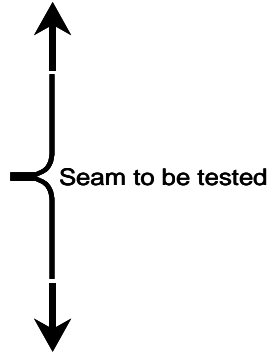
1. Verify all sections are expanded uniformly to required dimensions and that outer cells of each section are correctly aligned. Interleaf or overlap edges of adjacent sections. Ensure upper surfaces of adjoining sections are flush at joint and adjoining cells are fully aligned at the cell wall slot.
 2. Connect the sections with ATRA® Keys at each interleaf and end to end connection. Insert the ATRA® Key through the cell wall I-slot before inserting through the adjacent cell. Turn the ATRA® Key 90 degrees to lock the sections together
- E. Aggregate Infill Placement
1. Place specified infill in expanded cells with suitable material handling equipment, such as a backhoe, front-end loader, conveyor, or crane-mounted skip.
 2. Limit drop height to prevent panel distortion.
 3. Fill sections from the crest of the channel slope to toe or in accordance with Engineer's direction.
 4. Infill material shall be free-flowing and not frozen when placed into the Geoweb® sections.
 5. Evenly spread infill and ensure the infill is flush with the cell walls.



Appendix A Short-Term Seam Strength Test Procedure

Frequency of Test

The short-term seam peel strength test (referred to as the test in this section) shall be performed on a geocell section randomly taken directly from the production line each two hours.



Test Sample Preparation

Randomly choose 10 welds within the selected section and cut those welds from the section such that 10 cm (4 in) of material exist on each side of the weld. The test sample shall have a general appearance as illustrated in Figure A1. Prior to testing, the test samples shall have air cool for a minimum of 30 minutes from the time the selected geocell section was manufactured.

Figure A1

Short-term Seam Peel Strength Test

The apparatus used for testing the short-term seam peel strength shall be of such configuration that the jaws of the clamp shall not over stress the sample during the test period. Load shall be applied at a rate of 12 in (300 mm) per minute and be applied for adequate time to determine the maximum load. The date, time and load shall be recorded.

Short-term seam peel strength shall be defined as the maximum load applied to the test sample. Minimum required short-term seam peel strength shall be:

- 640 lbf (2840 N) for the 8 in (200 mm) depth cell
- 480 lbf (2130 N) for the 6 in (150 mm) depth cell
- 320 lbf (1420 N) for the 4 in (100 mm) depth cell
- 240 lbf (1060 N) for the 3 in (75 mm) depth cell.

Definition of Pass / Failure

Two methods shall be used to determine acceptability of the manufactured geocell sections. The successful passing of the short-term seam peel test shall not be used to determine acceptable of the

polyethylene for use in manufacturing of the geocell sections. Acceptability of the polyethylene shall be determined through tests conducted in Appendix B.

The Tested Value

If more than one of the tested seam samples fails to meet the minimum peel strength, all sections manufactured after the previously successful test shall be rejected.

If all tested seam samples meet the minimum peel strength, all geocell sections manufactured since the last successful test shall be considered to have passed the test.

When one of the tested seam samples fails to meet the minimum peel strength, another 10 samples shall be randomly selected and cut from the previously selected section. If more than one of these samples fails, all sections manufactured after the previously successful test shall be rejected. Otherwise, all geocell sections manufactured since the last successful test shall be considered to have passed the test.

Visual Failure Mode

After each sample is tested, the seam shall be examined to determine the failure mode. Two failure modes are possible.

- Material failure within and adjacent to the weld indicated by material strain and
- Weld failure resulting in complete separation of the seam and shows little or no material strain.

Upon examination, when the failure mode results in complete separation of the seam and indicates little or no material strain, product manufactured shall be rejected.



Appendix B

Long-Term Seam-Strength Test Procedure

Frequency of Test

The long-term seam peel strength test (referred to as the test in this section) shall be performed:

1. on each new resin lot number if the geocell manufacturer extrudes the sheet or strip used to produce the geocell material.
2. on each new order of sheet and/or strip if the geocell manufacturer does not extrude the sheet and/or strip used to produce the geocell material.

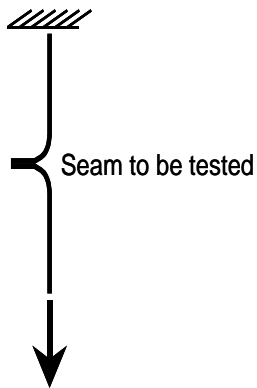


Figure B1

Test Sample Preparation

A test sample shall be made using two sets of two strips meeting all aspects of the material portion of this specification. Testing shall be done on non-perforated samples to obtain the true seam strength of the bond. One set of two strips are to be welded in welder position "A" and the other set of two strips are to be welded in welder position "B" producing two 1-cell long sections of geocell product. Welding should be done using a warm welder. The welded samples shall be labeled "A" and "B" and the weld seams of each sample shall be numbered consecutively from left to right starting with the number 1 (one) and corresponding to the welding head number.

The samples shall air cool for a minimum of 30 minutes. Randomly choose 10 welds from samples "A" and "B" and cut those welds from the geocell

samples such that 4 in (10 cm) of material exist on each side of the weld. These samples shall be cut to a width of 4 in (10 cm). Properly identify each weld using the sample letter and weld seam number. These samples are now ready to be tested.

Long-term Seam Peel Strength Test

The long-term seam peel strength test shall take place within an environmentally controlled chamber that undergoes temperature change on a 1-hour cycle from room temperature to 130°F (54°C). Room temperature shall be defined per ASTM E41.

Within the environmentally controlled chamber, one of the ends of the samples (10 samples in total) shall be secured to a stationary upper clamp. The jaws of the clamp shall be of such configuration that the grip does not over stress the sample during the test period. The sample shall be secured so that its axis is vertical and the welds being tested are horizontal as the sample hangs within the environmentally controlled chamber.

A weight of 160 lb (72.5 kg) shall be lifted via a hoist or lift platform and attached to the free lower end, of the sample. The weight shall be lowered in a way so that no impact load occurs on the sample being tested. The weight shall be sufficient distance from the floor of the chamber so that the weight will not touch the floor of the chamber as the sample undergoes creep during the test period. The date and hour the weight is applied shall be recorded.

The temperature cycle shall commence immediately within the environmentally controlled chamber. The test period for the applied load shall be 168 hours.

Definition of Pass / Failure

If any of the 10 seams fail prior to the end of the 168-hour (7-day) period, the date and hour of the failure shall be recorded and the polyethylene resin and strip material shall be considered unsuitable for geocell manufacturing.

END OF SECTION

OPERATION AND MAINTENANCE PLAN
Emergency Watershed Protection Program
Cove Road
Santa Rosa County
Santa Rosa County, Florida

OPERATION AND MAINTENANCE NEEDS

This site will require Santa Rosa County to perform periodic inspections and operation and maintenance activities to maintain satisfactory performance. The following recommendations will help the Santa Rosa County in performing adequate operation and maintenance.

I. VEGETATION

A. Weed and Brush Control

Mow to control weeds, briars, and bushes. On areas inaccessible to power mowing equipment, weed and brush control should be accomplished by hand or chemicals.

B. Insect and Disease Control

No disease problems should occur on areas sodded as part of installed improvements. Identification of pests and needed control should be obtained from local Agricultural Extension Service Office.

C. Vegetation

As soon as possible, repair sites that become devoid of vegetation. This will usually occur when adequate vegetative cover was not initially established. If this is not the case, study the situation carefully to determine the causes. This will probably be due to soil erosion or vehicles which may need special on-site assistance from the Natural Resources Conservation Service representative. Use the following recommendations for normal vegetation of smaller areas.

Fill the low or washed out areas with topsoil. The topsoil should be free of weed seeds, litter, and rocks, and have a high organic matter content. One inch of topsoil will require 3.1 cubic yards per 1,000 square feet.

Fertilize with 13-13-13 or similar fertilizer at a rate based on soil tests. Lime with dolomite at a rate based on soil tests. Incorporate fertilizer and lime into the upper six (6) inches of soil. After final grading lay pieces of sod over the entire area on the contour with snug, even joints. Stagger the joints from strip to strip. Roll or tamp sod immediately following placement. Do not overlap the sod. On steep slopes secure sod to surface with wooden pegs or wire staples. If a dry period occurs, irrigate with one (1) inch of water every third day unless rain occurs. Do not exceed an application rate of one (1) inch per hour. After the area is vegetated, use the maintenance measures discussed in Sections III and IV.

II. STRUCTURES

A. Outlet Structure

The area downstream of outlet structure has the potential (but is not expected) to degrade below the elevation of the existing ground. If degradation does occur, minor land smoothing and regrading will be needed.

The outlet structure should be inspected and maintained in the same manner as the inlet structures.

III. EMBANKMENT AND DIVERSIONS

Inspect and repair embankments as needed. Replace eroded material and provide a vegetative cover on eroded areas.

If seepage is found to be coming from the embankment contact the NRCS for technical assistance.

The diversion channels should be inspected monthly and following each significant rain event. Any eroded areas should be repaired immediately. It is essential that a good vegetative cover be maintained.

IV. SCHEDULE OF INSPECTIONS

The facility should be inspected (1) thirty (30) days after completion, (2) after each major storm or occurrence of any unusual condition that might adversely affect the measure and (3) annually. All deficiencies should be corrected immediately. Reports of the inspection(s) and subsequent follow up maintenance shall be kept on file at the owner's office.

V. SUPPLIES AND EQUIPMENT NEEDS FOR O&M

The following supplies and equipment will be needed to operate and maintain the facility:

- One pick-up truck used for inspection as needed.
- Tractor with disk harrow and mower as needed.
- Gasoline for truck and tractor; oil, lubrication, and maintenance supplies for truck and tractor as needed.
- Zoysia Grass sod as needed.
- Fertilizer and lime as required by soil test.
- Mulch as needed.
- Miscellaneous small tools such as drop type fertilizer spreader, weed eaters, etc.
- #57 Limestone as needed to repair scour within channel

VI. TECHNICAL ASSISTANCE

When needed, special on-site assistance is available from the local NRCS District Conservationist.

QUALITY ASSURANCE PLAN
FOR
Cove Road EWP

The Quality Assurance Plan (QAP) outlines the responsibilities of Santa Rosa County to ensure that the works of improvement are installed in accordance with the plans and specifications. The Santa Rosa County will designate a person to fulfill the inspection responsibilities.

I. ITEMS OF WORK TO BE INSPECTED

- The work to be accomplished under this contract consists of clearing and grubbing, excavation, earth fill, grading, installing geotextile materials, installing rip rap, and vegetative measures.
- The intensity of the inspection of these items will vary from periodic to continuous. The intensity of the inspection will depend on the complexity of the work item and what the damaging results would be should that portion of the installation fail.
- The timing and intensity of the required inspection is shown in Table 1. Support personnel should be provided as needed to assist the assigned inspector. The inspector may consult the engineer as necessary.
- Other types of work items may be encountered during construction. The intensity of the inspection will be determined by the Inspector or Engineer.

A. Clearing and Grubbing

Very limited inspection will be required on clearing and grubbing. The inspector will check the site to verify that the item was completed in accordance with the plans and specifications.

B. Excavating and/or Backfilling

Excavating and/or backfilling operations will require periodic inspection. The inspector shall be on-site in situations where the excavation or backfill is set to a grade that is critical for the installation of stabilization measures. The inspector shall be on-site to ensure the earthfill is of suitable material and to make sure the earthfill has sufficient moisture content and is compacted in accordance with the plans and specifications.

Compaction tests shall be performed periodically to ensure that fill is placed and embankments are constructed in accordance with the plans and specifications.

C. Rock Riprap

Verify that the rock riprap is of the gradation and durability as specified and placed to the neat lines as shown on the plans. Careful inspection will be required to ensure the rock riprap is uniformly placed.

D. Geotextile

Verify that the geotextile is of the type specified and is placed as specified on the drawing. Careful inspection will be required to ensure the geotextile is properly and has the overlap as shown on the drawings.

E. Vegetative Measures

QA inspection for this item will be to ensure that:

- The site/seedbed is properly prepared.
- The correct type and amount of seed, fertilizer, lime and mulch are applied according to the plans and specifications.
- Where sod is used, the correct type and amount of sod and applied according to the plans and specifications.
- All disturbed areas are treated.
- Native vegetation is installed as directed by the engineer.

F. Concrete

Verify that all concrete is constructed to the dimensions and grades as shown on the drawings with the specified class of concrete (compressive strength). Ensure that the concrete contains the appropriate cement, coarse aggregate, fine aggregate and admixtures as stated in the construction specifications or in the approved design mix.

G. Pollution Control

Inspect to verify that pollution control measures are installed as per the plans and specifications and/or as required by the permits.

Table 1 – Inspection Items and Intensity

Item	Inspector
Clearing and Grubbing	P/F
Excavating and/or Backfilling	P/F
Rip Rap	P/F
Vegetative Measures	P/F
Concrete	C/F
Pollution Control	C/F

Legend: C = Continuous
P = Periodic
F = Final

II. INSPECTOR SKILLS NEEDED TO PERFORM THE REQUIRED INSPECTIONS

A. Ability to manage an inspection program effectively.

- B. Must understand the design concepts of the job to ensure that it is installed properly and functions properly.
- C. Must be familiar with quality assurance and inspection needed for installation of earthfill, drain pipes, geotextiles, vegetative measures, concrete, and other materials used in the work.
- D. Ability to establish and maintain effective working relationships and clear communications with the Contractor and others involved or affected by the project.
- E. Thorough understanding of all contract provisions.
- F. Ability to recognize potential safety hazards and take the necessary actions to avoid them to the extent possible.
- G. Ability to anticipate potential conflicts of work activities with existing utilities and fixed improvements and to take the necessary actions to resolve them in the most efficient manner.
- H. Ability to administer contract to include preparation of contract modifications and pay estimates on a timely basis.

III. STAFF NEEDED TO PERFORM REQUIRED INSPECTIONS

One Inspector shall be available to inspect the construction progress at critical points during construction as shown in Table 1. The Inspector will ensure overall compliance with plans and specifications and recommend needed modifications.

The Inspector will be needed for the duration of the contract. In addition, one additional person will be needed to be on call to fill in if the Inspector is absent from work.

The Santa Rosa County will periodically check on construction and review all requested modifications.

IV. TESTING EQUIPMENT AND FACILITIES NEEDED

No testing equipment or facilities will be needed by the Inspector. Concrete slump tests, concrete temperature, and required compaction tests will be performed by the Contractor.

Compaction test will be performed by a testing lab approved by the engineer.

The inspector will need equipment such as a survey level, rod, and measuring tape to check the Contractor's work.

V. NAMES OF QUALIFIED PERSONNEL

Santa Rosa County has contracted with Baskerville Donovan, Inc to inspect the construction of the works of improvement. Baskerville Donovan, Inc will provide an Inspector and Project Engineer to make reviews by visiting the work site and/or by verbal communications with the Inspector to assist with problems that may develop requiring changes in the design and to gain familiarity in case of contractual problems with the

Contractor.

VI. DOCUMENTATION AND REPORTS TO BE PREPARED

A daily job diary shall be kept by the Inspector and entries shall be made daily for the duration of the contract.

Survey notes documenting the installation and measurements shall be recorded in a bound field book. Quantity computations for all materials shall be recorded including measurements. The computations shall be checked and initialed by a second person.

Photos and/or slides shall be taken throughout the term of the contract. Photos shall be digital. The photos shall be logged and clearly identify the job and what the photo is about. The log and photos shall be submitted along with the as-built drawings.

At the completion of the job, the Baskerville Donovan, Inc shall furnish to the Santa Rosa County an Engineer's certification that the job was installed as planned and meets all specifications. The engineer shall also furnish a sealed set of AS BUILT drawings and a list of the items installed along with the quantity of each. The AS-BUILT drawings shall be kept up to date during construction and the final AS-BUILT drawings shall be checked by the Santa Rosa County.

The above listed documentation shall be completed and mailed to the Santa Rosa County within 10 work days of the completion of the work.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

BID SUBMISSION CHECKLIST

ITB 22-012 Cove Road EWP Drainage Improvements

Contractor: Chavers Construction, Inc.

- Sealed Bid Package with Bid Name and Number, Firm name and Address with contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Bid Bond
- Bid Form and Schedule of Unit Pricing
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- References Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Addendum (s) if any
- Copy of General Contractors License
- Proof of current Federal System of Award Management (SAM) registration
- Proof of Registration with State of Florida Division of Corporations (Sunbiz.org)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: Chavers Construction, Inc.

By: Ryan Chavers

Signature: (Print)

Title: President

Date: 1/4/2022

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # MNB2201043

KNOW ALL MEN BY THESE PRESENTS, that we CHAVERS CONSTRUCTION, INC.

801 Virecent Rd. Cantonment, FL 32533

as Principal, hereinafter called the Principal, and MERCHANTS NATIONAL BONDING, INC.

P.O. Box 14498 Des Moines, IA 50306-3498

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

as Surety, hereinafter called the Surety, are held and firmly bound unto Santa Rosa County

6495 Caroline St. Milton, FL 32570

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid-----Dollars (\$ 5.00% of attached bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Cove Road EWP Drainage Improvements, Project ITB 22-012

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of January 2022

Shannon J. Nden (Witness)

Kelly L. Bay (Witness)

CHAVERS CONSTRUCTION, INC. (Principal) (Seal) President (Title)

MERCHANTS NATIONAL BONDING, INC. (Title) Gregory E. Nash, ATTORNEY-IN-FACT

Bonds Southeast, Inc. 5550 Franklin Pike, Suite 202 Nashville, TN 37220 (615)321-9700

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Gregory E Nash; Kelly L Berry; Phillip H Condra

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

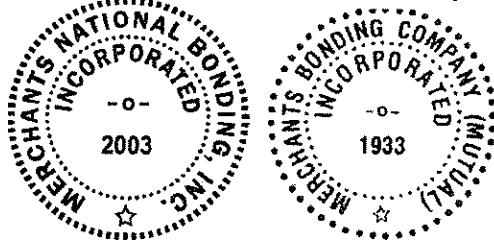
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

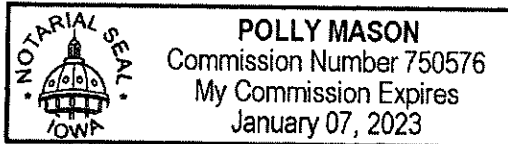


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

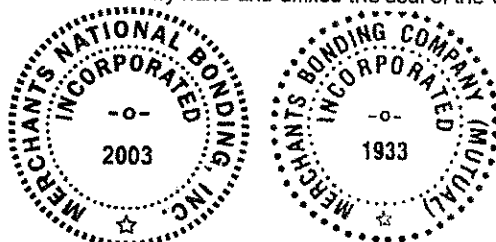


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of January, 2022.



William Warner Jr.
Secretary



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

BID FORM

SRC Procurement Form Memo 025_01_091619

(May be copied by the Bidder on his own letterhead)

TO: Santa Rosa County Procurement Department
Attention Procurement Officer
6495 Caroline Street, Suite L
Milton, Florida 32570

REFERENCE: **ITB 22-012 Cove Road EWP Drainage Improvements**

To whom it may concern,

I, Ryan Chavers have received and reviewed the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **ITB 22-012 Cove Road EWP Drainage Improvements**, prepared by Santa Rosa County Engineering and Baskerville-Donovan, Inc.

I have also received Addenda Numbers 1 and have included their provisions in my Bid.

In submitting the Bid, I agree:

1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within 10 (ten) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the Contract Documents.
5. To commence work under this Contract on or before a date to be specified in written "Notice of Proceed" by the Procurement Department and to complete project within fifteen (15) calendar days thereafter.
6. To pay as liquidated damages, the sum of \$882.00 for each consecutive calendar day after completion date, as called for in the Contract Agreement as modified.
7. Provide Santa Rosa County with performance Bonds and adhere to Supplementary Conditions.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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I will construct this project for the lump sum price of:

TOTAL BID Two Hundred Sixteen Thousand Five Hundred Dollars \$ 216,500.00

This is a lump sum project. The purpose for providing a bid tabulation format is to provide unit prices in case of change order. There is no implied statement by the engineer or Santa Rosa County as to the accuracy of the stated quantities within the bid tab or that the bid tab is all inclusive of the work items within the plans. It is the contractor's responsibility to carefully review the plans, specifications, and project to determine what is needed to do the whole job, including any fees such as permit fees, license fee, impact fee, inspection fee and any other fees as determined by the County and to reflect this in his LUMP SUM BID. This basis of award will be the total base bid for the project.

FIRM: Chavers Construction, Inc.

BY (print): Ryan Chavers

SIGNATURE: 

TITLE: President

DATE: 1/4/2022

MAILING ADDRESS 801 Virecent Rd.

Cantonment, FL 32533

PHONE (850) 474-1966 FAX (850) 479-1288

EMAIL Ryan@chaversinc.com

Cove Road EWP Drainage Project

Schedule of Unit Prices

PAGE 1 OF 1

Unit prices are attached for informational purposes. Change orders and progress payments will be based on unit prices provided. Quantities are engineer's **ESTIMATE** and are to be used as a guide. **All quantities are in-place measure.** Contractor should make their own adjustments to price to include labor, transportation, compaction, etc. **Schedule of unit prices to be turned in with Bid Package**

No.	Item	Unit	Quantity	Unit Price	Extension
G-1	Mobilization	1	LS	11,500	11,500
G-2	Erosion Control	1	LS	5,000	5,000
G-3	Temporary Traffic Control/MOT	1	LS	3,500	3,500
G-4	Clearing and Grubbing	500	SY	35	17,500
G-5	Earthwork & Establish Grade	1	LS	32,500	32,500
G-6	Tree & Planting Replacement Allowance (Outside of Easement)	1	LS	\$10,000.00	\$10,000.00
G-7	Repair Existing Residential Irrigation Comp. Allowance	1	LS	\$5,000.00	\$5,000.00
1-1	<i>Geo-Web or Approved Equal (Per Mfg. Specifications)</i>	2,000	SY	20	40,000
1-2	<i>Geotextile (Mirafi 180N Nonwoven or Approved Equal)</i>	1,500	SY	3	4,500
1-4	Rip-Rap	350	TON	150	52,500
1-5	#57 Limestone Fill	300	CY	100	30,000
1-6	Sod (Match Existing)	900	SY	5	4,500

TOTAL BID = \$ 216,500



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONE OF SILENCE FORM

SRC Procurement Form COS 013_01_091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

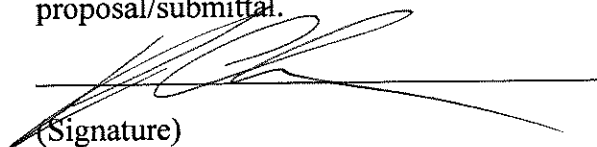
Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, Ryan Chavers representing Chavers Construction, Inc.
(Print) (Company)

On this 4th day of January 2022 ~~2020~~ hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.


(Signature)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: _____
Cove Road EWP Drainage Project
2. This sworn statement is submitted by, Chavers Construction, Inc., whose business address is, 801 Virecent Cantonment, FL 32533, and (if applicable) Federal Employer Identification Number (FEIN) is 59-3582039 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Ryan Chavers and my relationship to the entity named above is President (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

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

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Ryan Chavers

Name

Signature

1/4/2022

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of 4th Jan, 2022, and is personally known to me, or has provided _____ as identification.

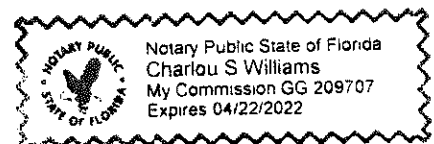
STATE OF FLORIDA

COUNTY OF: Escambia

My Commission expires: 04/22/2022

Notary Public

Charlou S Williams





**SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

DEBARMENT FORM

SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 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;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Ryan Chavers Title: President

Signature:

Firm: Chavers Construction, Inc.

Street Address: 801 Virecent Rd.

City: Cantonment

State: FL Zip Code: 32533

Solicitation Name Cove Road EWP Drainage Project # XX-XXX 22-012



**SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCES FORM

SRC Procurement Form Memo 024_00_082719

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Chavers Construction, Inc
PROPOSAL POINT OF CONTACT Ryan Chavers PHONE 850-474-1966
EMAIL Ryan@chaversinc.com

REFERENCE I.

PROJECT NAME: Maranatha Way Chipper Lane HMGP Drainage Project
AGENCY: Santa Rosa County
ADDRESS: Chipper Lane
CITY, STATE, ZIP CODE: Milton, FL
CONTACT PERSON: Michael Schmidt, P.E.
TITLE: Assistant County Engineer
EMAIL: Michaels@santarosa.fl.gov
TELEPHONE: 850-981-7100
PROJECT COST: \$1,284,307
COMPLETION DATE: 7/18/19

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

Excavation of new county holding pond with associated drainage pipes and swales

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Brett Moylan, Project Manager
Thomas Duelling, Estimator/Project Manager



**SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCE II.

PROJECT NAME: Blue Springs Drainage
AGENCY: Escambia County Florida
ADDRESS: Glass Drive
CITY, STATE, ZIP CODE: Pensacola, FL
CONTACT PERSON: John Rosenau
TITLE: Engineering Project Coordinator
EMAIL: Jmrosenau@myescambia.com
TELEPHONE: 850-595-0797
PROJECT COST: \$359,581
COMPLETION DATE: 1/30/2021

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

Excavation of new county holding pond with associated drainage pipes and swales

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Brett Moylan, Project Manager Tommy Gilmore, Superintendent
Thomas Dueling, Estimator/Project Manager

REFERENCE III.

PROJECT NAME: Bernath Place
AGENCY: Santa Rosa County
ADDRESS: Bernath Place Drive
CITY, STATE, ZIP CODE: Milton, FL
CONTACT PERSON: Rebecca Jones, P.E.
TITLE: Assistant County Engineer
EMAIL: rebeccaj@santarosa.fl.gov
TELEPHONE: 850-981-7100
PROJECT COST: \$289,046.25
COMPLETION DATE: 2/15/2021

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

Construct a new connector road and install associated drainage swales and pipe.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Brett Moylan, Project Manager Robert Chavers, Superintendent
Thomas Dueling, Estimator/Project Manager



**SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: _____ No: X

Name(s)

Position(s)

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: Chavers Construction, Inc.

BY (PRINTED): Ryan Chavers

BY (SIGNATURE): 

TITLE: President

ADDRESS: 801 Virecent Rd. State FL Zip Code 32533

PHONE NO: 850-474-1966

E-MAIL: Ryan@chaversinc.com

Date: 1/4/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Palomar Insurance Corp. Palomar Insurance Corporation 4525 Executive Park Drive, Ste 202 Montgomery AL 36116	CONTACT NAME: Jan Wright		
	PHONE (A/C, No, Ext): 334-409-3180	FAX (A/C, No): 334-323-0568	
E-MAIL ADDRESS: janw@palomarins.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Chavers Construction, Inc. 801 Virecent Road Cantonment FL 32533	CHAVCONS	INSURER A: Travelers Property & Casualty of Americ	25674
		INSURER B: Travelers Indemnity Company	25658
		INSURER C: Charter Oak Fire Insurance Company	25615
		INSURER D: Travelers Casualty and Surety of Amer	31194
		INSURER E:	
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 318175975

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO4J895940IND21	5/12/2021	5/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8100N321123212SG	5/12/2021	5/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9N187837212S	5/12/2021	5/12/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented Equipment			QT6607N475587TIL21	5/12/2021	5/12/2022	Any one Item Deductible \$250,000 \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PIP Limits - \$10,000 Comp/Coll Deductibles: 2,000/2,000

CERTIFICATE HOLDER

Santa Rosa County
 6495 Caroline St. Suite M
 Milton FL 32570

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

ADDENDUM FORM

To: Planholders
From: Procurement Office
Date: December 27, 2021
Ref: Addendum #1 for **ITB 22-012 Cove Road EWP Drainage Improvements**

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

1. Construction contract days will be extended from 15 days to 30 days.
2. Please see attached revised attached documents.

This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

NAME/TITLE: Ryan Chavers, President SIGNATURE: 

COMPANY: Chavers Construction, Inc. DATE: 1/4/2022

See Attached



Ron DeSantis, Governor

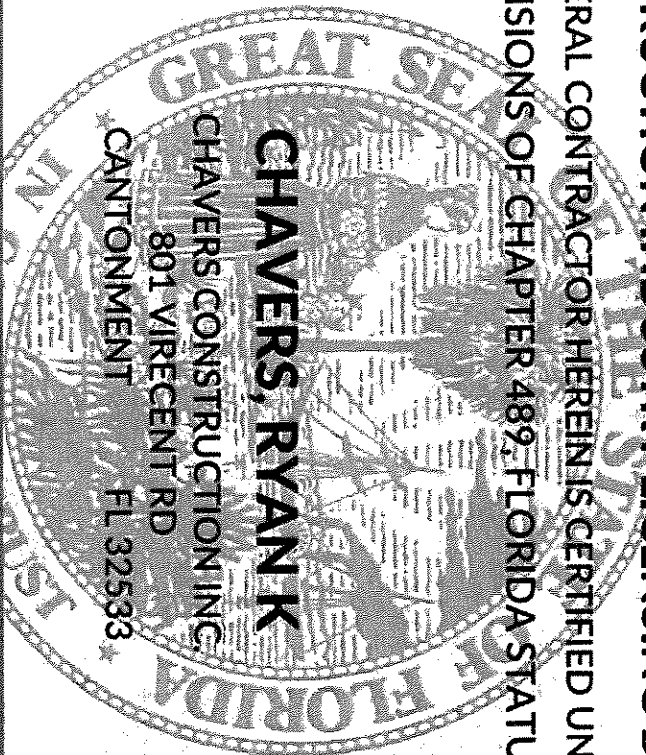
Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGC1531333

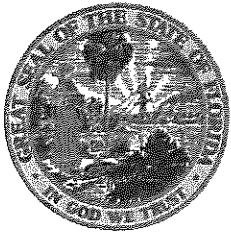
EXPIRATION DATE: AUGUST 31, 2022

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Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.






**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

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Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

CGC1531333 ISSUED: 12/06/2021
 CERTIFIED GENERAL CONTRACTOR
 CHAVERS, RYAN K
 CHAVERS CONSTRUCTION INC.

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
 EXPIRATION DATE: AUGUST 31, 2022


Ron DeSantis, Governor Julie I. Brown, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CGC1531333 **EXPIRATION DATE: AUGUST 31, 2022**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CHAVERS, RYAN K
 CHAVERS CONSTRUCTION INC.
 801 VIRECENT RD
 CANTONMENT FL 32533



ISSUED: 12/06/2021

Always verify licenses online at MyFloridaLicense.com
 Do not alter this document in any form.
 This is your license. It is unlawful for anyone other than the licensee to use this document.

Entity Workspace

Enter an entity ID, name, or keyword

Actions

Please verify your identity: As an entity administrator, you should verify your identity to register, update, or deactivate your entity's registration in SAM.gov. This will become mandatory in FY 2022.

Verify Your Identity

Show Workspace For Non-Federal Entities

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Results per page

25

< 1 of 1 >

Sort by

Expiration Date Ascending

Chavers Construction Inc.

DUNS Unique Entity ID: 193248408

SAM Unique Entity ID: QFRLHC9BLQP3

CAGE/NCAGE: 6GCQ4

Entity Type: Registration

Purpose of Registration: All Awards

Address: 801 VIRECENT RD CANTONMENT, FL 32533-8226 USA

Registration Status: Active

Expiration Date: Mar 30, 2022

Filter By

Entity Type

Search by Keyword

Entity

Registration Status



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
CHIVERS CONSTRUCTION INC.

Filing Information

Document Number	P99000058682
FEI/EIN Number	59-3582039
Date Filed	06/25/1999
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/13/2020
Event Effective Date	NONE

Principal Address

801 Virecent Road
Cantonment, FL 32533

Changed: 02/24/2020

Mailing Address

801 Virecent Road
Cantonment, FL 32533

Changed: 02/24/2020

Registered Agent Name & Address

CHIVERS, RYAN K
801 Virecent Road
Cantonment, FL 32533

Name Changed: 04/27/2009

Address Changed: 02/24/2020

Officer/Director Detail

Name & Address

Title P

CHIVERS, RYAN K
3760 Hwy 196
Molino, FL 32577

Exhibit B

Santa Rosa County **Standard Insurance Requirements** **March 2021**

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
 - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

Exhibit C- Civil Rights Clauses
Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 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);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
- 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);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Exhibit D
VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

Exhibit E
Special Conditions
Federal Requirements
With EEO and Davis – Bacon Act

The following special conditions apply to the Agreement and are incorporated herein by reference:

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA).

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Byrd Anti Lobbying Amendment (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Work Hour and Safety Standards (40 U.S.C. 3701-3708). The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Standard Federal Equal Employment Opportunity Construction Contract Specifications:

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and

timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other

onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on

the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and

retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Davis-Bacon Act (2 CFR Part 200; 29 CFR Part 5).

1. Minimum Wages.

(i) 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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)(iv) 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 Part 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 (1)(ii) 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 easily be seen by the workers.

(ii)(A) 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:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) 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.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, 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.

(iii) 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.

(iv) 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 Contractor or the County 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 work, all or part of the wages required by the contract, after written notice to the Contractor, County, Applicant, or County, 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.

(i) 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 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 that 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 that show the costs anticipated or the actual costs 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.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, County, or County, as the case may be, for transmission to the County. 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 www.dol.gov/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 County if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, County, or County, as the case may be, for transmission to the County, the Contractor, 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 County government agency (or the applicant, County, or County).

(B) 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:

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

(2) Each laborer and 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;

(3) 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.

(C) 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)(ii)(B) of this section.

(D) 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.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County, 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 Federal agency may, after written notice to the Contractor, County, applicant, or County, 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.

(i) Apprentices. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(ii) Trainees. 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 that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that 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.

(iii) 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.

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 in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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 Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section 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.

(i) 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).

(ii) 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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.