

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/09/2021

Contract/Lease Control #: C22-3140-PW

Procurement#: ITB PW 31-21

Contract/Lease Type: AGREEMENT

Award To/Lessee: GULF ATLANTIC CONSTRUCTORS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/07/2021

Expiration Date: 135 DAYS FROM NTP

Description of: BLUEWATER BAY MSBU FLOOD MITIGATION PROJECT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2022

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).

<b>PRODUCER</b> HUB International Gulf South-Hiles Mcleod Insurance 1900 N. 9th Ave. Pensacola FL 32503	<b>CONTACT NAME:</b> Julie Villarose	
	<b>PHONE (A/C, No, Ext):</b> 850-432-9912	<b>FAX (A/C, No):</b> 850-432-3875
<b>E-MAIL ADDRESS:</b> jvillarose@hilesmcleod.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> BITCO National Insurance Company		20109
<b>INSURER B :</b> BITCO General Insurance Corp		20095
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**  
 Gulf-Atlantic Constructors, Inc.  
 650 W Oakfield Rd  
 Pensacola FL 32503

GULFCON-01


**COVERAGES**                      **CERTIFICATE NUMBER:** 904365914                      **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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP3713319	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3713320	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2810 683	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	3713 318	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Scheduled Equipment			CLP3713319	1/1/2022	1/1/2023	Max Per Item Schedule on file 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACT: C22-3140-PW  
 GULF ATLANTIC CONSTRUCTORS, INC.  
 BLUEWATER BAY MSBU FLOOD  
 MITIGATION PROJECT  
 EXPIRES: 135 DAYS FROM NTP

<b>CERTIFICATE HOLDER</b>  Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview FL 32536	<b>CANCE</b>  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 
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DOCUMENT 00610 – PERFORMANCE BOND

CONTRACTOR (name and address):

Gulf-Atlantic Constructors, Inc.  
650 W. Oakfield Rd.  
Pensacola, Florida 32503

SURETY (name and address of principal place of business):

NGM Insurance Company  
55 West Street  
Keene, NH 03431

OWNER (name and address): Okaloosa Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 12-7-2021  
Amount: \$318,404.82 (Three Hundred Eighteen Thousand Four Hundred Four and 82/100 Dollars)  
Description (name and location): Bluewater Bay MSBU Flood Mitigation Project (Niceville, FL.)

BOND

Bond Number: S-335465  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): 12-7-21  
Amount: \$318,404.82 (Three Hundred Eighteen Thousand Four Hundred Four and 82/100 Dollars)  
Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Gulf-Atlantic Constructors, Inc. (seal)  
Contractor's Name and Corporate Seal

By: [Signature]  
Signature  
Pamela Caddell  
Print Name

President  
Title

Attest: [Signature]  
Signature  
EST/PM  
Title

SURETY

NGM Insurance Company (seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature (attach power of attorney)  
Mark W. Edwards, II  
Print Name

Attorney-in-Fact  
Title

Attest: [Signature]  
Signature  
Alisa B. Ferris, Vice President  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Inst. #3512278 Bk: 3592 Pg: 3141  
Page 1 of 8 Recorded: 12/13/2021 12:03 PM  
RECORDING ARTICLE V: \$32.00 RECORDING: \$37.50

DEPUTY CLERK APRESTWOOD  
JD PEACOCK II CLERK OF COURTS,  
OKALOOSA COUNTY, FLORIDA

CONTRACT: C22-3140-PW  
GULF ATLANTIC CONSTRUCTORS, INC.  
BLUEWATER BAY MSBU FLOOD  
MITIGATION PROJECT  
EXPIRES: 135 DAYS FROM NTP

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

END OF DOCUMENT 00610 – PERFORMANCE BOND

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Mark W Edwards II, Jeffrey M Wilson, Robert R Freel, Alisa B Ferris, Richard H Mitchell, Anna Childress, William M. Smith** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

**1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

**IN WITNESS WHEREOF**, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Vice President,  
General Counsel and Secretary

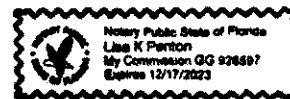


State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Lois K. Pentz*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

*Nancy Giordano-Ramos*

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

DOCUMENT 00620 – PAYMENT BOND

CONTRACTOR (name and address):

Gulf-Atlantic Constructors, Inc.
650 W. Oakfield Rd.
Pensacola, Florida 32503

SURETY (name and address of principal place of business):

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER (name and address): Okaloosa Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 12-7-2021
Amount: \$318,404.82 (Three Hundred Eighteen Thousand Four Hundred Four and 82/100 Dollars)
Description (name and location): Bluewater Bay MSBU Flood Mitigation Project (Niceville, FL)

BOND

Bond Number: S-335465
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): 12-7-2021
Amount: \$318,404.82 (Three Hundred Eighteen Thousand Four Hundred Four and 82/100 Dollars)
Modifications to this Bond Form: [ ] None [X] See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Gulf-Atlantic Constructors, Inc. (seal)
Contractor's Name and Corporate Seal

By: Pamela Caddeu
Signature

PAMELA CADDEU
Print Name

PRESIDENT
Title

Attest: [Signature]
Signature

EST/PM
Title

SURETY

NGM Insurance Company (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Mark W. Edwards, II
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Alisa B. Ferris, Vice President
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver

of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.



16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

- 1. The name of the Claimant;
- 2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 4. A brief description of the labor, materials, or equipment furnished;
- 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 7. The total amount of previous payments received by the Claimant; and
- 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar

statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

END OF DOCUMENT 00620 – PAYMENT BOND



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Mark W Edwards II, Jeffrey M Wilson, Robert R Freel, Alisa B Ferris, Richard H Mitchell, Anna Childress, William M. Smith** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. **No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Vice President,  
General Counsel and Secretary



State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Loe K. Pentz*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

\_\_\_\_\_ of \_\_\_\_\_

*Nancy Giordano-Ramos*

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: IAB PW3121 Tracking Number: 442522  
Procurement/Contractor/Lessee Name: GAC Grant Funded: YES \_\_\_ NO X  
Purpose: Bluewater Bay MSBL Flood Mitigation Project  
Date/Term: 135 days from NTP 1.  GREATER THAN \$100,000  
Department #: 563190 7590 2.  GREATER THAN \$50,000  
Account #: 113-1695 POEM 3.  \$50,000 OR LESS  
Amount: \$318,404.82 80% Cont  
Department: PW Dept. Monitor Name: Cathy 12do BMBMSBY

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 10-8-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_  
no federal funds Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_  
see email attached 10-8-21  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_  
see email attached 10-8-2021  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

Revised September 22, 2020

C22-3140-PW

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Friday, October 8, 2021 9:55 AM  
**To:** DeRita Mason  
**Cc:** Lisa Price  
**Subject:** RE: GAC Contract ITB PW 31-21

DeRtia

This is approved by risk for insurance purposes.

Thank you

*Karen Donaldson*

Karen Donaldson  
Claims Examiner  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207 / 850.585.8915 Cell  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason  
**Sent:** Friday, October 8, 2021 8:53 AM  
**To:** Kerry Parsons <kparsons@myokaloosa.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** GAC Contract ITB PW 31-21

Good morning,  
Please review and approve.

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Friday, October 8, 2021 9:17 AM  
**To:** DeRita Mason; Kerry Parsons  
**Cc:** Lisa Price; Karen Donaldson  
**Subject:** Re: GAC Contract ITB PW 31-21

This contract is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** DeRita Mason  
**Sent:** Friday, October 8, 2021 9:53:07 AM  
**To:** Kerry Parsons  
**Cc:** Lynn Hoshihara; Lisa Price; Karen Donaldson  
**Subject:** GAC Contract ITB PW 31-21

Good morning,  
Please review and approve.

Kerry and Lynn,

We have been waiting forever for FDEM to approve the project. We just now got approval and of course the pricing as gone up in materials. We have reached out to the vendor and have obtained new quotes and PW is okay with the increase. We will do a change order along with the contract signature to capture the price changes. We are awarding at the original bid price. The new price does not push the lowest vendor over the next lowest vendor.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960



# Board of County Commissioners Purchasing Department

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State of Florida

May 14, 2021

**OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF AWARD  
ITB PW 31-21**

Okaloosa County would like to thank all businesses that submitted bids for Bluewater Bay MSBU Flood Mitigation Project. (ITB PW 31-21)

After an in-depth examination of all responses and in accordance with the County's Purchasing Manual, the County announces its intent to award the contract to the following:

**Gulf Atlantic Constructors, Inc.  
650 W. Oakfield Rd.  
Pensacola, FL 32503**

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

A handwritten signature in blue ink that reads "Jeffrey A. Hyde".

Jeffrey Hyde  
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Florida Profit Corporation

GULF-ATLANTIC CONSTRUCTORS, INC.

### Filing Information

<b>Document Number</b>	394623
<b>FEI/EIN Number</b>	59-1426633
<b>Date Filed</b>	01/26/1972
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	03/30/2012
<b>Event Effective Date</b>	NONE

### Principal Address

650 WEST OAKFIELD ROAD  
PENSACOLA, FL 32503

Changed: 02/09/2011

### Mailing Address

650 WEST OAKFIELD ROAD  
PENSACOLA, FL 32503

Changed: 02/09/2011

### Registered Agent Name & Address

CADDELL, PAMELA H  
650 OAKFIELD ROAD  
PENSACOLA, FL 32503

Name Changed: 03/09/2009

### Officer/Director Detail

#### **Name & Address**

Title ST

CUNNINGHAM, HANK  
650 WEST OAKFIELD ROAD  
PENSACOLA, FL 32503

Title PRES

CADDELL, PAMELA H.  
2538 ANGEL COURT  
GULF BREEZE, FL 32563

Title VP

RADFORD, BENNY  
9915 AILERON AVE  
PENSACOLA, FL 32506

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	02/18/2019
2020	03/06/2020
2021	01/28/2021

**Document Images**

<a href="#">01/28/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/06/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/18/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/05/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/30/2012 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/29/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/09/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/01/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/11/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/08/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/21/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/19/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/01/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/23/1999 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">03/05/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/09/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/26/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



Florida Department of State - Division of Corporations



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on Interact

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 04/10/2021 from 8:00 AM to 1:00 PM.

Search Results

Quick Search Results

Total records: 1

Result Page: 1

Sort by Relevance Order by Descending

Save PDF Export Results Print

Your search returned the following results...

Entity: Gulf-Atlantic Constructors, Inc. Status: Active
DUNS: 058227729 CAGE Code: oJNXo
Has Active Exclusion?: No DoDAAC:
Expiration Date: 11/10/2021 Debt Subject to Offset?: No
Purpose of Registration: All Awards
View Details

Result Page: 1

Save PDF Export Results Print



IRM-P-2021-0314-0306
WWW:

- Search Records Disclaimers EPHS.gov
Data Access Accessibility GSA.gov/LAE
Check Status Privacy Policy GSA.gov
About USA.gov
Help



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/11/2021

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).

<b>PRODUCER</b> Daniels Commercial Insurance, LLC P.O. Box 12465 Pensacola FL 32591	<b>CONTACT NAME:</b> Daniels Commercial Insurance, LLC	
	<b>PHONE (A/C No., Ext):</b> 850-308-7710	<b>FAX (A/C No.):</b>
<b>E-MAIL ADDRESS:</b> service@dcinsllc.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> BITCO General Insurance Corporation		20095
<b>INSURER B:</b> BITCO National Insurance Company		20109
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** Gulf-Atlantic Constructors, Inc. 650 West Oakfield Road Pensacola FL 32503 **GULFCON-01**

**COVERAGES** **CERTIFICATE NUMBER:** 749007300 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CLP3701199	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PIP Included	Y	Y	CAP3701200	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Limit \$ 10,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Y	CUP2819543	1/1/2021	1/1/2022	EACH OCCURRENCE \$ AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3701198	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment Contractors Equipment			CLP3701199	1/1/2021	1/1/2022	Max Per Item Schedule on File \$250,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 ITB PW 31-21 Bluewater Bay MSBU Flood Mitigation Project. The Owner (Okaloosa County Board of County Commissioners), Engineer (Avcon, Inc. Engineers & Planners) and all other parties required to be named as additional insureds by written contract are included as Additional Insureds as respects General Liability (for on-going & completed operations, on a primary & noncontributory basis), & Automobile Liability. Waiver of Subrogation applies in favor of certificate holder, Owner and all other parties required by written contract as respects General Liability, Automobile Liability, Umbrella, & Workers Compensation. 30 days' notice of cancellation, termination other than normal expiration, or material change in the policy, applies to the certificate holder as respects General Liability, Automobile Liability, & Workers Compensation, except for cancellation by the insured or cancellation for non-payment of premium.

### CERTIFICATE HOLDER

Okaloosa County Board of County Commissioners  
 5479A Old Bethel Road  
 Crestview FL 32536

### 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

Contract Documents - Specifications – Drawings



**ITB PW 31-21**  
**Bluewater Bay MSBU Flood Mitigation Project**

Niceville, Florida

**HMGP, FEMA-4177-DR-FL**  
**(FEDERAL FUNDS)**

**OKALOOSA COUNTY COMMISSIONERS**

Carolyn Ketchel, Chair, District 2  
Mel Ponder, Vice Chair, District 5  
Paul Mixon, District 1  
Nathan Boyles, District 3  
Trey Goodwin, District 4

**COUNTY ADMINISTRATOR**

John Hofstad

**PUBLIC WORKS DIRECTOR**

Jason Autrey, P.E.

**COUNTY ENGINEER**

Scott Bitterman, P.E.

**ENGINEER OF RECORD**

Tonia D. Nation, P.E.

CONTRACT: C22-3140-PW  
GULF ATLANTIC CONSTRUCTORS, INC.  
BLUEWATER BAY MSBU FLOOD  
MITIGATION PROJECT  
EXPIRES: 135 DAYS FROM NTP

DOCUMENT 00520 –AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
--

THIS AGREEMENT is by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, Florida (“OWNER”) and Gulf Atlantic Constructors, Inc. of 650 W. Oakfield Rd., Pensacola, Florida 32503, certified to do business in the state of Florida (“CONTRACTOR”).

OWNER and CONTRACTOR hereby agree as follows:

### ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK is generally described as follows: Bluewater Bay MSBU Flood Mitigation Project.

### ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construct the Bluewater Bay MSBU Flood Mitigation Project consisting of demolition, clearing and grubbing, earthwork, excavation, embankment, grading, asphalt paving, installation of storm water piping and inlets, coffer dam, concrete sidewalks, curbing, sodding for stabilization and other WORK as shown on the construction drawings and described in the specifications to construct stormwater improvements.

### ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the WORK has been designed by AVCON, Inc.  
3.02 The OWNER has retained the County Engineer (“ENGINEER”) to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence  
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days  
A. The Work will be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 135 calendar days after the date when the Contract Times commence to run. **Projected construction start date is Jan 15, 2022.**

4.03 Liquidated Damages  
A. Section 337.18(2) of the Florida Statutes, requires the OWNER adopt regulations for the determination of default and provisions that the Contractor pay liquidated damages (daily charge per calendar day) for any failure of the Contractor to complete the Contract work within the Contract Time.  
B. B. Applicable liquidated damages are based on the total awarded contract.  
C. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and

difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay. Contractor specifically acknowledges that the liquidated damages is not a penalty and waives any right to argue such at a later time.

1. Substantial Completion: CONTRACTOR shall pay OWNER \$1000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$1000.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

## ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amounts equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as proved in Paragraph 13.03 of the General Conditions.

Contract Amount of \$318,404.82 (three hundred eighteen thousand four hundred four dollars and eighty-two cents).

Increases in material cost will be paid by the owner to the contractor by change order. Proof of an increase must be submitted to the owner by the contractor showing price at bid time and current pricing when purchased. PHC

## ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with § 218.70-218.79 F.S. (Local Government Prompt Payment Act) during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract:
  - a. 95 percent of Work completed (with the balance being retainage)

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 6.03 Final Payment
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1% percent per month in accordance with § 218.735 F.S. (Local Government Prompt Payment Act).

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all Federal, State and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports, if any, and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR’S safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. 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.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - J. CONTRACTOR’S entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

## 9.01 Contents

- A. The Contract Documents consist of the following:
  1. Bid Form with Attachments (pages 00410-1 to 00410-24, inclusive).
  2. This Agreement (pages 00520-1 to 00520-13, inclusive).
  3. Performance bond (pages 00610-1 to 00610-3, inclusive).
  4. Payment bond (pages 00620-1 to 00620-3, inclusive).
  5. EJCDC General Conditions (pages 00700-1 to 00700-62, inclusive).
  6. Supplementary Conditions (pages 00800-1 to 00800-10, inclusive).
  7. Summary of Work (page 01010-1, inclusive).
  8. Project Coordination (pages 01040-1 to 01040-3, inclusive).
  9. Warranties and Manuals (page 01350-1, inclusive).
  10. Temporary Facilities (pages 01500-1 to 01500-3, inclusive).
  11. Project Closeout (pages 01700-1 to 01700-3, inclusive).
  12. Record Documents (pages 01750-1 to 01750-3, inclusive).
  13. Drawings consisting of 16 sheets with each sheet bearing the following general title: Bluewater MSBU Flood Mitigation, (incorporated by reference).
  14. Appendix A - Technical Specifications as prepared by AVCON, Inc. bearing the title, Technical Specifications - Bluewater Bay MSBU Flood Mitigation Improvements, May 2017 consisting of 122 pages.
  15. Addenda (numbers 0 to 0, inclusive).
  16. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Contractor's Application for Payment
    - d. Change Orders.
    - e. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

## 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

## 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.



- 10.03 Successors and Assigns
- A. OWNER and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 Severability
- A. Any provision 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 OWNER 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.
- 10.05 CONTRACTOR's Certifications
- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 10.06 Independent CONTRACTORS
- A. CONTRACTOR enters into the Contract as, and shall continue to be, an independent CONTRACTOR. All services shall be performed only by CONTRACTOR and CONTRACTOR's employees. Under no circumstances shall CONTRACTOR or any of CONTRACTOR's employees look to the OWNER as his/her employer, or as partner, agent or principal. Neither CONTRACTOR, nor any of CONTRACTOR's employees, shall be entitled to any benefits accorded to the OWNER'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 Contract.
- 10.07 Audit Provision
- A. The OWNER 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 Agreement and such right shall extend for a period of five (5) years after termination of this Agreement.
- 10.08 Public Records
- A. CONTRACTOR shall adhere to the Public Records law of Florida.
- B. Specifically, CONTRACTOR must:
1. Keep and maintain public records require by the OWNER to perform the service.
  2. Upon request from the OWNER's custodian of public records, provide the OWNER 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.
  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

Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the OWNER.

4. Upon completion of the Agreement, transfer, at no cost, to the OWNER all public records in possession of the CONTRACTOR or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR 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 OWNER, upon the request from the OWNER's custodian of public records, in a format that is compatible with the information technology system of the OWNER.

- C. **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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

#### 10.09 Third Party Beneficiaries

- A. 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 part to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provision of this Agreement.

#### 10.10 Other Provisions

- A. OWNER stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the ENGINEERS Joint Contract Documents Committee®, and if OWNER is the party that has furnished said General Conditions, then OWNER has plainly shown all modifications to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. 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 CONTRACTOR represents and warrants to the OWNER that the execution and delivery of the Agreement and the performance of CONTRACTOR's 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.
- C. 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 OWNER to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the OWNER thereafter to enforce such provisions.
- D. All notices required by this Agreement shall be in writing to the representatives listed below:

## AUTHORIZED REPRESENTATIVES:

## OWNER:

Chairman – Board of County CommissionersAddress1250 N. Eglin ParkwayShalimar, FL 32579Phone850-651-7105

## CONTRACTOR:

Gulf Atlantic Constructors, Inc.Address650 W. Oakfield Rd.Pensacola, Florida 32503Phone850 477-0588

## 10.11 Equal Opportunity Employment

## A. During the performance of this CONTRACT, the contractor agrees as follows:

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

10.12 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- B. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

10.13 Occupational Safety and Health Act of 1970

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONTRACTOR must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONTRACTOR retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

10.14 COPELAND ANTI-KICKBACK ACT

- A. The Contractor shall comply with the following:
  - 1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - 2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA 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 of these contract clauses.
  - 3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10.15 CONTRACT WORK HOURS AND SAFETY STANDARDS

- A. If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

10.16 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- A. If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
  - 1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### 10.17 SUSPENSION AND DEBARMENT

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 10.18 BYRD ANTI-LOBBYING AMENDMENT

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

#### 10.19 E-Verify

- A. Enrollment and verification requirements.
  - 1. If the CONTRACTOR is not enrolled as a Federal Contractor in E-Verify at time of contract award, the CONTRACTOR shall-
    - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of Contract award;
    - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); and,
    - c. Verify employees assigned to the Contract. For each employee assigned to the Contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the Contract, whichever date is later (but see paragraph (4.) of this section.)
  - 2. If the CONTRACTOR is enrolled as a Federal Contractor in E-Verify at time of Contract award, the CONTRACTOR shall use E-Verify to initiate verification of employment eligibility of
    - a. All new employees.

- 1) Enrolled ninety (90) calendar days or more. The CONTRACTOR shall initiate verification of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); or
- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the CONTRACTOR shall initiate verification of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section; or
  - 1) Employees assigned to the Contract. For each employee assigned to the Contract, the CONTRACTOR shall initiate verification within ninety (90) calendar days after date of Contract award or within thirty (30) days after assignment to the Contract, whichever date is later (but see paragraph (4.) of this section.)
3. If the CONTRACTOR is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the CONTRACTOR may choose to verify only employees assigned to the Contract, whether existing employees or new hires. The CONTRACTOR shall follow the applicable verification requirements of (1.) or (2.), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the Contract.
4. Option to verify employment eligibility of all employees. The CONTRACTOR may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the Contract. The CONTRACTOR shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - a. Enrollment in the E-Verify program; or
  - b. Notification to E-Verify Operations of the CONTRACTOR's decision to exercise this option, using the Contract information provided in the E-Verify program Memorandum of Understanding (MOU)
5. The CONTRACTOR shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU.
  - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the CONTRACTOR's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the CONTRACTOR, will be referred to a suspension or debarment official.
  - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the CONTRACTOR is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the CONTRACTOR, then the CONTRACTOR must reenroll in E-Verify.
  - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
  - d. Individuals previously verified. The CONTRACTOR is not required by this clause to perform additional employment verification using E-Verify for any employee-
    - 1) Whose employment eligibility was previously verified by the CONTRACTOR through the E-Verify program;

- 2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
  - 3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.
6. Subcontracts. The CONTRACTOR shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that -
- a. Is for
    - 1) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
    - 2) Construction;
  - b. Has a value of more than \$3,500; and
  - c. Includes work performed in the United States.

#### 10.20 Vendors on Scrutinized Companies List

- A. By executing this Agreement, the CONTRACTOR 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.
- B. Pursuant to section 287.135(5), Florida Statutes, the OWNER may immediately terminate this Agreement for cause if the CONTRACTOR 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 OWNER determines that the CONTRACTOR has submitted a false certification, the OWNER will provide written notice to the CONTRACTOR. Unless the CONTRACTOR demonstrates in writing, within 90 calendar days of receipt of the notice, that the OWNER's determination of false certification was made in error, the OWNER shall bring a civil action against the CONTRACTOR. If the OWNER's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the CONTRACTOR, and the CONTRACTOR will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of OWNER's determination of false certification by CONTRACTOR. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 10.20, this Section 10.20 shall be null and void.

#### 10.21 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms.

- A. The CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

#### 10.22 Procurement of Recovered Materials

- A. Contractors 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 (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.

#### 10.23 Energy Policy and Conservation Act (43 U.S.C. §6201)

- A. All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

#### 10.24 Safeguarding Personal Identifiable Information

- A. Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

#### 10.25 Record Retention

- A. Contractor will retain of all required records pertinent to this contract for a period of five (5) years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

#### 10.26 Access to Public Records

- A. CONTRACTOR will make available to the OWNER's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the OWNER's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

#### 10.27 Federal Changes

- A. Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.



10.28 Buy America

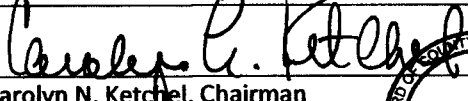
- A. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on December 7, 2021 (which is the Effective Date of the Contract).

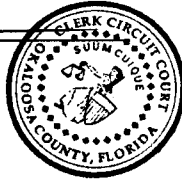
OWNER:

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

  
 Carolyn N. Ketchel, Chairman



Attest:   
 JD Peacock II, Clerk of Courts



Address for giving notices:

1250 N. Eglin Parkway

Shalimar, FL 32579

CONTRACTOR:

Gulf Atlantic Constructors, Inc.

By: 

Title: Pamela H Caddell President

*(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: 

Title: Hank Cunningham Estimator/PM

Address for giving notices:

650 W. Oakfield Rd.

Pensacola, Florida 32503

License No.: CGC061257

END OF DOCUMENT 00520 – DRAFT AGREEMENT BETWEEN OWNER & CONTRACTOR  
FOR CONSTRUCTION CONTRACT

DOCUMENT 00520 –AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
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THIS AGREEMENT is by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, Florida (“OWNER”) and Gulf Atlantic Constructors, Inc. of 650 W. Oakfield Rd., Pensacola, Florida 32503, certified to do business in the state of Florida (“CONTRACTOR”).

OWNER and CONTRACTOR hereby agree as follows:

#### ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK is generally described as follows: Bluewater Bay MSBU Flood Mitigation Project.

#### ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construct the Bluewater Bay MSBU Flood Mitigation Project consisting of demolition, clearing and grubbing, earthwork, excavation, embankment, grading, asphalt paving, installation of storm water piping and inlets, coffer dam, concrete sidewalks, curbing, sodding for stabilization and other WORK as shown on the construction drawings and described in the specifications to construct stormwater improvements.

#### ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the WORK has been designed by AVCON, Inc.  
3.02 The OWNER has retained the County Engineer (“ENGINEER”) to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence  
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days  
A. The Work will be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 135 calendar days after the date when the Contract Times commence to run. **Projected construction start date is Jan 15, 2022.**

4.03 Liquidated Damages  
A. Section 337.18(2) of the Florida Statutes, requires the OWNER adopt regulations for the determination of default and provisions that the Contractor pay liquidated damages (daily charge per calendar day) for any failure of the Contractor to complete the Contract work within the Contract Time.  
B. B. Applicable liquidated damages are based on the total awarded contract.  
C. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and

PHC

difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay. Contractor specifically acknowledges that the liquidated damages is not a penalty and waives any right to argue such at a later time.

1. Substantial Completion: CONTRACTOR shall pay OWNER \$1000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$1000.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

## ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amounts equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as proved in Paragraph 13.03 of the General Conditions.

Contract Amount of \$318,404.82 (three hundred eighteen thousand four hundred four dollars and eighty-two cents).

Increases in material cost will be paid by the owner to the contractor by PHC change order. Proof of an increase must be submitted to the owner by the contractor showing price at bid time and current pricing when purchased.

## ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with § 218.70-218.79 F.S. (Local Government Prompt Payment Act) during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract:
  - a. 95 percent of Work completed (with the balance being retainage)

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 6.03 Final Payment
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1% percent per month in accordance with § 218.735 F.S. (Local Government Prompt Payment Act).

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all Federal, State and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports, if any, and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. 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.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - J. CONTRACTOR’s entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

## 9.01 Contents

- A. The Contract Documents consist of the following:
1. Bid Form with Attachments (pages 00410-1 to 00410-24, inclusive).
  2. This Agreement (pages 00520-1 to 00520-13, inclusive).
  3. Performance bond (pages 00610-1 to 00610-3, inclusive).
  4. Payment bond (pages 00620-1 to 00620-3, inclusive).
  5. EJCDC General Conditions (pages 00700-1 to 00700-62, inclusive).
  6. Supplementary Conditions (pages 00800-1 to 00800-10, inclusive).
  7. Summary of Work (page 01010-1, inclusive).
  8. Project Coordination (pages 01040-1 to 01040-3, inclusive).
  9. Warranties and Manuals (page 01350-1, inclusive).
  10. Temporary Facilities (pages 01500-1 to 01500-3, inclusive).
  11. Project Closeout (pages 01700-1 to 01700-3, inclusive).
  12. Record Documents (pages 01750-1 to 01750-3, inclusive).
  13. Drawings consisting of 16 sheets with each sheet bearing the following general title: Bluewater MSBU Flood Mitigation, (incorporated by reference).
  14. Appendix A - Technical Specifications as prepared by AVCON, Inc. bearing the title, Technical Specifications - Bluewater Bay MSBU Flood Mitigation Improvements, May 2017 consisting of 122 pages.
  15. Addenda (numbers 0 to 0, inclusive).
  16. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Contractor's Application for Payment
    - d. Change Orders.
    - e. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

## 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

## 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

- 10.03 Successors and Assigns
- A. OWNER and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 Severability
- A. Any provision 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 OWNER 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.
- 10.05 CONTRACTOR's Certifications
- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 10.06 Independent CONTRACTORS
- A. CONTRACTOR enters into the Contract as, and shall continue to be, an independent CONTRACTOR. All services shall be performed only by CONTRACTOR and CONTRACTOR's employees. Under no circumstances shall CONTRACTOR or any of CONTRACTOR's employees look to the OWNER as his/her employer, or as partner, agent or principal. Neither CONTRACTOR, nor any of CONTRACTOR's employees, shall be entitled to any benefits accorded to the OWNER'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 Contract.
- 10.07 Audit Provision
- A. The OWNER 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 Agreement and such right shall extend for a period of five (5) years after termination of this Agreement.
- 10.08 Public Records
- A. CONTRACTOR shall adhere to the Public Records law of Florida.
- B. Specifically, CONTRACTOR must:
1. Keep and maintain public records require by the OWNER to perform the service.
  2. Upon request from the OWNER's custodian of public records, provide the OWNER 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.
  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

Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the OWNER.

4. Upon completion of the Agreement, transfer, at no cost, to the OWNER all public records in possession of the CONTRACTOR or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR 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 OWNER, upon the request from the OWNER's custodian of public records, in a format that is compatible with the information technology system of the OWNER.

- C. **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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

#### 10.09 Third Party Beneficiaries

- A. 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 part to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provision of this Agreement.

#### 10.10 Other Provisions

- A. OWNER stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the ENGINEERS Joint Contract Documents Committee®, and if OWNER is the party that has furnished said General Conditions, then OWNER has plainly shown all modifications to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. 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 CONTRACTOR represents and warrants to the OWNER that the execution and delivery of the Agreement and the performance of CONTRACTOR's 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.
- C. 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 OWNER to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the OWNER thereafter to enforce such provisions.
- D. All notices required by this Agreement shall be in writing to the representatives listed below:

## AUTHORIZED REPRESENTATIVES:

## OWNER:

Chairman – Board of County CommissionersAddress1250 N. Eglin ParkwayShalimar, FL 32579Phone850-651-7105

## CONTRACTOR:

Gulf Atlantic Constructors, Inc.Address650 W. Oakfield Rd.Pensacola, Florida 32503Phone850 477-0588

## 10.11 Equal Opportunity Employment

## A. During the performance of this CONTRACT, the contractor agrees as follows:

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

10.12 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- B. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

10.13 Occupational Safety and Health Act of 1970

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONTRACTOR must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONTRACTOR retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

10.14 COPELAND ANTI-KICKBACK ACT

- A. The Contractor shall comply with the following:
  - 1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - 2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA 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 of these contract clauses.
  - 3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10.15 CONTRACT WORK HOURS AND SAFETY STANDARDS

- A. If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

10.16 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- A. If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
  - 1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### 10.17 SUSPENSION AND DEBARMENT

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 10.18 BYRD ANTI-LOBBYING AMENDMENT

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

#### 10.19 E-Verify

- A. Enrollment and verification requirements.
  - 1. If the CONTRACTOR is not enrolled as a Federal Contractor in E-Verify at time of contract award, the CONTRACTOR shall-
    - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of Contract award;
    - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); and,
    - c. Verify employees assigned to the Contract. For each employee assigned to the Contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the Contract, whichever date is later (but see paragraph (4.) of this section.)
  - 2. If the CONTRACTOR is enrolled as a Federal Contractor in E-Verify at time of Contract award, the CONTRACTOR shall use E-Verify to initiate verification of employment eligibility of
    - a. All new employees.

- 1) Enrolled ninety (90) calendar days or more. The CONTRACTOR shall initiate verification of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); or
- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the CONTRACTOR shall initiate verification of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section; or
  - 1) Employees assigned to the Contract. For each employee assigned to the Contract, the CONTRACTOR shall initiate verification within ninety (90) calendar days after date of Contract award or within thirty (30) days after assignment to the Contract, whichever date is later (but see paragraph (4.) of this section.)
3. If the CONTRACTOR is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the CONTRACTOR may choose to verify only employees assigned to the Contract, whether existing employees or new hires. The CONTRACTOR shall follow the applicable verification requirements of (1.) or (2.), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the Contract.
4. Option to verify employment eligibility of all employees. The CONTRACTOR may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the Contract. The CONTRACTOR shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - a. Enrollment in the E-Verify program; or
  - b. Notification to E-Verify Operations of the CONTRACTOR's decision to exercise this option, using the Contract information provided in the E-Verify program Memorandum of Understanding (MOU)
5. The CONTRACTOR shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU.
  - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the CONTRACTOR's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the CONTRACTOR, will be referred to a suspension or debarment official.
  - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the CONTRACTOR is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the CONTRACTOR, then the CONTRACTOR must reenroll in E-Verify.
  - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
  - d. Individuals previously verified. The CONTRACTOR is not required by this clause to perform additional employment verification using E-Verify for any employee-
    - 1) Whose employment eligibility was previously verified by the CONTRACTOR through the E-Verify program;

- 2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
  - 3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.
6. Subcontracts. The CONTRACTOR shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that -
- a. Is for
    - 1) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
    - 2) Construction;
  - b. Has a value of more than \$3,500; and
  - c. Includes work performed in the United States.

#### 10.20 Vendors on Scrutinized Companies List

- A. By executing this Agreement, the CONTRACTOR 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.
- B. Pursuant to section 287.135(5), Florida Statutes, the OWNER may immediately terminate this Agreement for cause if the CONTRACTOR 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 OWNER determines that the CONTRACTOR has submitted a false certification, the OWNER will provide written notice to the CONTRACTOR. Unless the CONTRACTOR demonstrates in writing, within 90 calendar days of receipt of the notice, that the OWNER's determination of false certification was made in error, the OWNER shall bring a civil action against the CONTRACTOR. If the OWNER's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the CONTRACTOR, and the CONTRACTOR will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of OWNER's determination of false certification by CONTRACTOR. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 10.20, this Section 10.20 shall be null and void.

#### 10.21 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms.

- A. The CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.
- 10.22 Procurement of Recovered Materials
- A. Contractors 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 (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.
- 10.23 Energy Policy and Conservation Act (43 U.S.C. §6201)
- A. All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- 10.24 Safeguarding Personal Identifiable Information
- A. Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- 10.25 Record Retention
- A. Contractor will retain of all required records pertinent to this contract for a period of five (5) years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
- 10.26 Access to Public Records
- A. CONTRACTOR will make available to the OWNER's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the OWNER's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- 10.27 Federal Changes
- A. Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

10.28 Buy America

- A. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:  
 BOARD OF COUNTY COMMISSIONERS  
 OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel, Chairman

Attest:  
 JD Peacock II, Clerk of Courts

Address for giving notices:  
 1250 N. Eglin Parkway

Shalimar, FL 32579

CONTRACTOR:  
 Gulf Atlantic Constructors, Inc.

By: 

Title: Pamela H Caddell President

*(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: 

Title: Hank Cunningham Estimator/PM

Address for giving notices:  
 650 W. Oakfield Rd.

Pensacola, Florida 32503

License No.: CGC061257

END OF DOCUMENT 00520 – DRAFT AGREEMENT BETWEEN OWNER & CONTRACTOR  
 FOR CONSTRUCTION CONTRACT

COPY #2

## DOCUMENT 00410 – BID FORM WITH ATTACHMENTS

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to: **Okaloosa County, a political subdivision of the State of Florida.**
- 1.02 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 BIDDER accepts all of the terms and conditions of the Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, BIDDER represents that:
- A. BIDDER has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the Addenda as defined in Attachment "A".
  - B. BIDDER has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. BIDDER is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. BIDDER has carefully studied all: (1) reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. BIDDER has considered the information known to BIDDER itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER; and (3) BIDDER's safety precautions and programs.
  - F. BIDDER agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. BIDDER has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to BIDDER.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER’S CERTIFICATION

##### 4.01 BIDDER certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid;
- C. BIDDER has not solicited or induced any individual or entity to refrain from bidding; and
- D. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more BIDDERS, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 BIDDER acknowledges that (1) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Unit Prices have been computed in accordance with Paragraph 13.03B of the General Conditions.
- 5.02 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):



**BID SCHEDULE - UNIT PRICES**

**CONTRACTOR:** GULF ATLANTIC CONSTRUCTORS **DATE:** APRIL 7, 2021

**PROJECT NAME:** BLUEWATER BAY MSBU FLOOD MITIGATION IMPROVEMENTS

**BASE BID SCHEDULE: CURACOA WAY CULVERT REPLACEMENT**

Bid Item No.	Item No.	Item Description & Unit Price In Words	Unit	Bid Quantity	Unit Price	Total Amt./ Item
1	101-1	Mobilization – Base Bid	LS	1	30,000.00	30,000.00
2	102-1	Maintenance of Traffic – Base Bid	LS	1	5,500.00	5,500.00
3	104-1	Prevention, Control, and Abatement of Erosion and Water Pollution – Base Bid	LS	1	15,000.00	15,000.00
4	104-2	Coffer Dam/Sheet Piling and Dewatering – Base Bid	LS	1	109,574.68	109,574.68
5	110-1	Clearing & Grubbing – Base Bid	LS	1	11,250.00	11,250.00
6	110-2	Miscellaneous Demolition – Base Bid	EA	1	11,250.00	11,250.00
7	110-3	30" Pipe and Structure Removal	LS	1	5,000.00	5,000.00

Bid Item No.	Item No.	Item Description & Unit Price In Words	Unit	Bid Quantity	Unit Price	Total Amt./ Item
8	120-1	Excavation/Embankment – Base Bid	LS	1	15,000.00	15,000.00
9	120-2	Subgrade Preparation	SY	753	23.38	17,605.14
10	285-1	8" Crushed Aggregate Base Course	SY	684	25.00	17,100.00
11	334-1	Superpave Asphalt Concrete, 2" Depth	TN	69	125.00	8625.00
12	425-2	FDOT Type 2 Curb Inlet Top, FDOT Type J Alt. B Bottom (10'-2" X 5')	EA	2	11,000.00	22,000.00
13	425-3	Type K DBI (10'-10" X 5'-10") w/ 4'-0" x 3'-6" Grate	EA	1	10,000.00	10,000.00
14	430-1	36" ADS Pipe	LF	160	90.00	14,400.00
15	430-2	Dual 36" Pipe Side Drain MES	EA	1	7500.00	7500.00

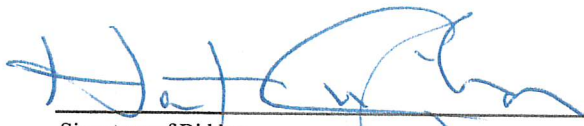
Bid Item No.	Item No.	Item Description & Unit Price In Words	Unit	Bid Quantity	Unit Price	Total Amt./ Item
16	520-1	FDOT Type F Curb	LF	340	25.00	8500.00
17	981-1	Sodding, Centipede or St. Augustine	SY	1,700	3.00	5,100.00
18	SP-1	Utility Protection	AL	1	\$5,000.00	\$5,000.00

**BASE BID:** For all work required to perform the work specified in the Base Bid above in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a total amount of:

**TOTAL BASE BID (amount in words):**

Three hundred eighteen thousand four hundred four Dollars and  
eighty two Cents

(\$ 318,404.82 )  
**(Amount in numbers)**

  
\_\_\_\_\_  
Signature of Bidder:

April 7, 2021  
Date:

Notes:

- (1) Quantities are estimated. Actual quantities may vary.
- (1) All bids must be for the entire work and must have each blank space completed.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 BIDDER agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 135 calendar days after the date when the Contract Times commence to run.
- 6.02 BIDDER accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security as discussed in Article 7 of the Instructions to BIDDERS;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor's License Number or Evidence of BIDDER's ability to obtain a State Contractor's License and a covenant by BIDDER to obtain said license within the time for acceptance of Bids; and
  - D. Attachments
    - A. Addendum Acknowledgement
    - B. Schedule of Subcontractors
    - C. Conflict of Interest Disclosure
    - D. Recycled Content
    - E. Drug-Free Workplace Program Certification
    - F. Indemnification and Hold Harmless
    - G. Insurance Compliance Certification
    - H. Code of Silence
    - I. Federal E-Verify Compliance Certification
    - J. Certification Regarding Child Labor
    - K. Non-Collusion Declaration
    - L. Company Data
    - M. List of References
    - N. Vendors on Scrutinized Companies Lists
    - O. Certification Regarding Lobbying
    - P. Debarment & Suspension

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to BIDDERS, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – GRANT DIRECTIVES**

- 9.01 Contractor Purchased Equipment for State or Local Ownership
- A. The Contractor shall not purchase any equipment for state or local ownership.
- 9.02 Local / State Hiring Preference
- A. No local / state hiring preferences shall be used.
- 9.03 Public Agencies in Competition with the Private Sector
- A. No public agency shall be permitted to bid in competition or to enter into subcontract with private contractors.
- 9.04 Publicly Owned Equipment
- A. Publicly owned equipment shall not compete with privately owned equipment on this contract

ARTICLE 10 – BID SUBMITTAL

Bidder: Indicate correct name of bidding entity:

Gulf Atlantic Constructors, Inc.

By:

Signature:

*[Handwritten Signature]*

Printed name:

Hank Cunningham

(If BIDDER is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Signature:

*[Handwritten Signature]*

Printed name:

PAMELA CALDELL

Title:

PRESIDENT

Submittal Date:

4-7-21

Address for giving notices:

650 W Oakfield Rd Pensacola Florida 32503

Telephone Number:

(850) 477-0588

Fax Number:

(850) 479-2788

Contact Name:

Hank Cunningham

Contact Phone Number:

(850) 554-5224

Contact Email Address:

hcunningham gac @ gmail . com

Federal ID or SS Number:

59-1426633

Bidder's License No.:

CECO 61257

DUNS Number:

05-822-7729

CAGE Code:





DOCUMENT 00410 – CONFLICT OF INTEREST DISCLOSURE – ATTACHMENT “C”

For purposes of determining any possible conflict of interest, all BIDDERS, must disclose if any Okaloosa Board of County commissioner, employee(s), elected official(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: \_\_\_\_\_ ✓

NAME

POSITION


4-7-21  
Date

  
By (Signature)

Gulf Atlantic Constructors, Inc  
Firm Name

Hank Cunningham  
By (Printed)

650 W Oakfield Road  
Address

Estimator  
Title

Pensacola FL 32503  
Address

hcunninghamgac@gmail.com  
Email

(850) 477-0588  
Office Number

(850) 554-5224  
Cell Number



DOCUMENT 00410 – RECYCLED CONTENT – ATTACHMENT “D”

1. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

2. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

3. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

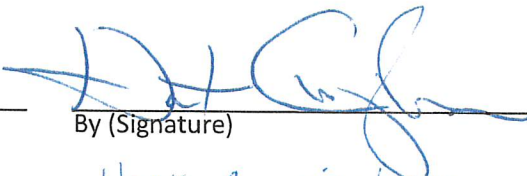
If yes, explain: \_\_\_\_\_

DOCUMENT 00410 – DRUG-FREE WORKPLACE PROGRAM CERTIFICATION – ATTACHMENT “E”

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee’s community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

<u>4-7-21</u> Date	 By (Signature)
<u>Gulf Atlantic Constructors, Inc</u> Company Name	<u>Hank Cunningham</u> By (Printed)
<u>650 W Oakfield Rd</u> Address	<u>Estimator</u> Title
<u>Pensacola FL 32503</u> Address	<u>hcunninghamgac@gmail.com</u> Email
<u>(850) 477-0588</u> Office Number	<u>(850) 554-5224</u> Cell Number

DOCUMENT 00410 – INDEMNIFICATION AND HOLD HARMLESS – ATTACHMENT “F”

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the OWNER, the Design Engineer and the officers and employees from each from liabilities, damages, losses and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

4-7-21  
Date

  
By (Signature)

Gulf Atlantic Constructors, Inc.  
Firm Name

Hank Cunningham  
By (Printed)

650 W Oakfield Rd  
Address

Estimator  
Title

Pensacola FL 32503  
Address

hcunninghamgac@gmail.com  
Email

(850) 477-0588  
Office Number

(850) 554-5224  
Cell Number

(850) 479-2788  
Fax Number

(850) 554-5224 or (850) - 554-5231  
After-Hour Number(s)

DOCUMENT 00410 – INSURANCE COMPLIANCE CERTIFICATION – ATTACHMENT “G”

This form is to be completed and signed by you certifying that your policy either meets the insurance requirements as specified in Bid No. **ITB PW 31-21**, or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.

I certify that the insurance requirements have been reviewed.

4-7-21  
Date

Gulf Atlantic Constructors, Inc  
Firm Name

680 W Oakfield Rd  
Address

Pensacola FL 32503  
Address

(850) 477-0588  
Office Number

  
By (Signature)

Hank Cunningham  
By (Printed)

Estimator  
Title

hunningham.gac@gmail.com  
Email

(850) 554 - 5724  
Cell Number

DOCUMENT 00410 – CONE OF SILENCE CLAUSE – ATTACHMENT “H”

The Board of County Commissioners has 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 subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing 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 Purchasing Director or an appointed representative. It shall be the Purchasing Director’s decision whether to consider this information in the decision process.

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

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

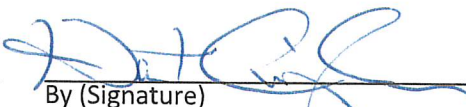
I, , representing Gulf Atlantic Constructors, Inc  
Signature Company Name

On this 2nd day of April, 2021 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.

DOCUMENT 00410 – FEDERAL E-VERIFY COMPLIANCE CERTIFICATION – ATTACHMENT "I"

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, BIDDER hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the BIDDER during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

4-7-21  
 Date \_\_\_\_\_  
 By (Signature)  \_\_\_\_\_  
 Gulf Atlantic Constructors, Inc  
 Firm Name \_\_\_\_\_  
 By (Printed) Hank Cunningham \_\_\_\_\_  
 650 W Oakfield Rd  
 Address \_\_\_\_\_  
 Title Estimator \_\_\_\_\_  
 Pensacola, FL 32503  
 Address \_\_\_\_\_  
 Email hcunningham gac@gmail.com \_\_\_\_\_  
 (850) 477-0588  
 Office Number \_\_\_\_\_  
 Cell Number (850) 554-5224 \_\_\_\_\_

DOCUMENT 00410 – CERTIFICATION REGARDING CHILD LABOR – ATTACHMENT “J”

In accordance with solicitation provision 45 CFR 22.15, BIDDER hereby certifies the review of the “List of Products Requiring Contractor Certification or Indentured Child Labor” as published by the Department of Labor in accordance with Executive Order 13126 of June 12, 1999 if any end products are used within this Contract as required by the Prohibition of Acquisition of Products Produced by Forced or Indentured Child Labor, 48 CFR 52.222-18. The list identifies products by their country of origin that the Departments of Labor, Treasury and State have a reasonable basis to believe might have been mined, produced or manufactured by forced or indentured child labor. ([www.dol.gov/ilab/](http://www.dol.gov/ilab/)) see (22.1505(a))

The BIDDER certifies that they have made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture as listed for that end product. On the basis of those efforts, the BIDDER certifies that it is not aware of any such use of child labor. Specifically, any electrical equipment is not allowed from China per ORCA Certification 52.222-18.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

4-7-21  
Date

Gulf Atlantic Constructors.  
Firm Name

650 W Oakfield Rd  
Address

Pensacola Florida 32503  
Address

(850) 477-0588  
Office Number

  
By (Signature)

Hank Cunningham  
By (Printed)

Estimator  
Title

hcunninghamgac@gmail.com  
Email

(850) 554-5224  
Cell Number

DOCUMENT 00410 – NON-COLLUSION STATEMENT – ATTACHMENT “K”

The below signed BIDDER has not divulged to, discussed or compared his bid with other BIDDERS and has not colluded with any other BIDDER or parties to bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

4-7-21  
Date

Gulf Atlantic Constructors, Inc.  
Firm Name

650 W Oakfield Rd  
Address

Pensacola, FL 32503  
Address

(850) 477-0588  
Office Number



By (Signature)

Hank Cunningham  
By (Printed)

Estimator  
Title

hcunninghamga@gmail.com  
Email

(850) 554-5224  
Cell Number



DOCUMENT 00410 – COMPANY DATA – ATTACHMENT “L”

Bidder's Company Name: Gulf Atlantic Constructors, Inc.

Physical Address: 450 W Oakfield Rd  
Pensacola FL 32503

Contact Person (printed): Hank Cunningham

Phone Number: (850) 477-0588 Fax Number: (850) 479-2788

Cell Number: (850) 554-5224

Email: ~~h~~ hcunningham\_gac@gmail.com

Federal ID or SS Number: 59-1426633

Bidder's License Number: GA

Emergency After-Hours,  
Weekend or Holiday Contact  
with Number: Hank Cunningham (850) 554-5224  
Ed Morrison (850) 554-5231

Upon REQUEST

DOCUMENT 00410 – LIST OF REFERENCES – ATTACHMENT “M”

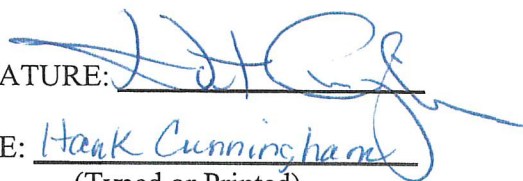
1. \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Contact Person  
\_\_\_\_\_  
Telephone Number  
\_\_\_\_\_  
Email
  
2. \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Contact Person  
\_\_\_\_\_  
Telephone Number  
\_\_\_\_\_  
Email
  
3. \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Contact Person  
\_\_\_\_\_  
Telephone Number  
\_\_\_\_\_  
Email

DOCUMENT 00410 – VENDORS ON SCRUTINIZED COMPANIES LISTS – ATTACHMENT “N”

By executing this Certificate Gulf Atlantic Constructors, 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: 4-7-21

SIGNATURE: 

COMPANY: Gulf Atlantic Constructors

NAME: Haak Cunningham  
(Typed or Printed)

ADDRESS: 650 W Oakfield Rd  
Pensacola, FL 32503

TITLE: Estimator

E-MAIL: hcunninghamgac@gmail.com

PHONE NO.: (850) 477-0588

DOCUMENT 00410 – CERTIFICATION REGARDING LOBBYING – ATTACHMENT “O”

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

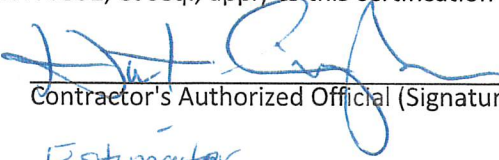
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Gulf Atlantic Constructors, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Gulf Atlantic Constructors, Inc  
Company Name

  
Contractor's Authorized Official (Signature)

4-7-21  
Date

Estimator  
Title

DOCUMENT 00410 – DEBARMENT & SUSPENSION – ATTACHMENT “P”


**Certification Regarding  
Debarment, Suspension, Ineligibility**

**Contractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient’s subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

**CONTRACTOR**

Gulf Atlantic Constructors, Inc.

By:   
Signature

Hank Cunningham Estimator  
Name and Title

650 W Oakfield Rd  
Street Address

Penacola, FL 32503  
City, State, Zip

4-7-21  
Date

Okaloosa County BOCC  
Sub-Recipient’s Name

18HM-H4-01-56-01-XXX  
DEM Contract Number

4177-06-A  
FEMA Project Number

END OF DOCUMENT 00410 – BID FORM WITH ATTACHMENTS

DOCUMENT 00610 – PERFORMANCE BOND

CONTRACTOR (name and address):

Gulf Atlantic Constructors, Inc.
650 W. Oakfield Rd.
Pensacola, Florida 32503

SURETY (name and address of principal place of business):

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER (name and address): Okaloosa Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: \$318,404.82
Description (name and location): Bluewater Bay MSBU Flood Mitigation Project (Niceville, FL.)

BOND

Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount: \$318,404.82
Modifications to this Bond Form: [ ] None [ ] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: Signature

By: Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: Signature

Attest: Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this



Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

END OF DOCUMENT 00610 – PERFORMANCE BOND

DOCUMENT 00620 – PAYMENT BOND

CONTRACTOR (name and address):

Gulf Atlantic Constructors, Inc.
650 W. Oakfield Rd.
Pensacola, Florida 32503

SURETY (name and address of principal place of business):

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER (name and address): Okaloosa Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: \$318,404.82
Description (name and location): Bluewater Bay MSBU Flood Mitigation Project (Niceville, FL)

BOND

Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount: \$318,404.82
Modifications to this Bond Form: [ ] None [ ] See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: Signature

By: Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: Signature

Attest: Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver

of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

- 1. The name of the Claimant;
- 2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 4. A brief description of the labor, materials, or equipment furnished;
- 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 7. The total amount of previous payments received by the Claimant; and
- 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar

statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

END OF DOCUMENT 00620 – PAYMENT BOND

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

Prepared by



Issued and Published Jointly by



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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

## 1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
  11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c)

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- the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Engineer*—The individual or entity named as such in the Agreement.
  21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
  22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
  23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
  24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
  25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
  26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
  27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
  28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
  29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

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30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities)

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or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

#### 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
  1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*:
  1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*:
  1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

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- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 Delivery of Bonds and Evidence of Insurance

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

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1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- 2.04 Preconstruction Conference; Designation of Authorized Representatives
- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
  - B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
- 2.05 Initial Acceptance of Schedules
- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
    1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
    2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
    3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
- 2.06 Electronic Transmittals
- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
  - B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
  - C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.



**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

## 3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

## 3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
  1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

## 3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies:*
  1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
  2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved,

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by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

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**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

- 4.01 Commencement of Contract Times; Notice to Proceed
- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.
- 4.02 Starting the Work
- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.
- 4.03 Reference Points
- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- 4.04 Progress Schedule
- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.
- 4.05 Delays in Contractor's Progress
- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and

interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### 5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas:*
  1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

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2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 Underground Facilities

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing

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of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

#### 5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

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2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
  - D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
  - E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
  - F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
  - G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
  - H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
  - I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that

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such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

#### 6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and

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automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

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- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

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10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.
- 6.07 Receipt and Application of Property Insurance Proceeds
- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

### 7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.



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**7.02 Labor; Working Hours**

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

**7.03 Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

**7.04 "Or Equals"**

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
  - C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
  - D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
  - E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

- c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and
      - 2) available engineering, sales, maintenance, repair, and replacement services.
    - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
  - B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
  - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
  - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
  - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
  - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.
- 7.06 Concerning Subcontractors, Suppliers, and Others
  - A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
  - B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
  - C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
  - D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
  - E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain

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Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to

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patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.08 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.10 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but

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not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance

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with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.

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- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
2. *Samples:*
  - a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
  1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
  8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
  1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.



2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

#### 7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or

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entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

**ARTICLE 8 – OTHER WORK AT THE SITE****8.01 Other Work**

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

**8.02 Coordination**

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

**8.03 Legal Relationships**

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid

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or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9 – OWNER'S RESPONSIBILITIES

### 9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### 9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### 9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

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- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
  - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner's Responsibilities
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).
- 9.12 Safety Programs
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

- 10.01 Owner's Representative
- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.
- 10.02 Visits to Site
- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- 10.03 Project Representative
- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.
- 10.04 Rejecting Defective Work
- A. Engineer has the authority to reject Work in accordance with Article 14.
- 10.05 Shop Drawings, Change Orders and Payments
- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.
- 10.06 Determinations for Unit Price Work
- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.
- 10.07 Decisions on Requirements of Contract Documents and Acceptability of Work
- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- 10.08 Limitations on Engineer's Authority and Responsibilities
- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
  - D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
  - E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.
- 10.09 Compliance with Safety Program
- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

## **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

### 11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. Change Orders:
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
  - 3. Field Orders: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or

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both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any

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Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. Binding Decision: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other

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engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## ARTICLE 12 – CLAIMS

#### 12.01 Claims

- A. Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

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- C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. Mediation:
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the

performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. Costs Excluded: The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. Contractor's Fee: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

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2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
  - C. Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
  - D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.
- 13.03 Unit Price Work
- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
  - B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
  - C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
  - D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
  - E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
    1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
    2. there is no corresponding adjustment with respect to any other item of Work; and
    3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 Defective Work

- A. Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.
- B. Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or

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replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.



**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD****15.01 Progress Payments**

- A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. Applications for Payments:
  1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. Review of Applications:
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
    - a. the Work has progressed to the point indicated;
    - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
    - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
  3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
    - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
    - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
  4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work, or
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
    - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;

- b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due:
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. Reductions in Payment by Owner:
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
    - c. Contractor has failed to provide and maintain required bonds or insurance;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
    - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
    - f. the Work is defective, requiring correction or replacement;
    - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - h. the Contract Price has been reduced by Change Orders;
    - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
    - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
    - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
    - l. there are other items entitling Owner to a set off against the amount recommended.
  - 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such

action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

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**15.04 Partial Use or Occupancy**

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

**15.05 Final Inspection**

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

**15.06 Final Payment**

- A. Application for Payment:
1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
  2. The final Application for Payment shall be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all disputes that Contractor believes are unsettled; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that:

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(a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  1. correct the defective repairs to the Site or such other adjacent areas;

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2. correct such defective Work;
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.

- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such



suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

### 17.01 Methods and Procedures

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated

specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF DOCUMENT 00700 – GENERAL CONDITIONS

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS
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**GENERAL**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

**ARTICLE 2 – PRELIMINARY MATTERS****2.02 Copies of Documents**

Delete Paragraph 2.02.A in its entirety and insert the following in its place.

- A. Owner shall furnish to Contractor one printed copy of the Contract including one fully executed counterpart of the Agreement. An electronic portable document format (PDF) may be requested by Contractor.

**2.03 Before Starting Construction**

Delete Paragraph 2.03 in its entirety.

**2.04 Preconstruction Conference; Designation of Authorized Representatives**

Delete Paragraph 2.04.A in its entirety and insert the following in its place:

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

**2.05 Initial Acceptance of Schedules**

Delete Paragraph 2.05 in its entirety.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE****3.04 Requirements of the Contract Documents**

Delete Paragraph 3.04.C in its entirety and insert the following:

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided FDOT Section 5-12 Claims by Contractor.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

## 4.01 Commencement of Contract Times; Notice to Proceed

Delete Paragraph 4.01.A in its entirety and insert the following in its place.

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the one hundred twenty-fifth (125th) day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

## 4.04 Progress Schedule

- A. Amend Paragraph 4.04 where all references to Paragraph 2.05 should now read FDOT Section 8-3.2 Submission of Working Schedule.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

## 5.02 Use of Site and Other Areas

Delete Paragraph 5.02.A.2 in its entirety and insert the following:

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by mediation, or at law; and (c) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation cost) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

## 5.03 Subsurface and Physical Conditions

Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

## 5.06 Hazardous Environmental Conditions

Delete Paragraphs 5.06.B and 5.06.I in their entirety.

Delete Paragraphs 5.06.A and 5.06.J in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- J. Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove

a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

**ARTICLE 6 – BONDS AND INSURANCE**

6.01 Performance, Payment and Other Bonds

Add the following paragraph immediately after Paragraph 6.01.C:

1. All bonds shall be written by a surety with no less than an "A" rating by national rating agency. All sureties must be on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570) and bonds must be within the Treasury's underwriting limitation.

6.02 Insurance – General Requirements

Delete Paragraph 6.02.B in its entirety and insert the following:

- B. All insurance required by the Contract to be purchased and maintained by OWNER and CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this CONTRACT shall have a minimum A+, Class X or higher in the Bests Key Rating Guide.

Add the following new paragraph immediately after Paragraph 6.02.J:

- K. Where applicable, Okaloosa County Board of County Commissioners shall be shown as an Additional insured with a waiver of subrogation on the certificate of insurance.

6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Employer's Liability:	
Bodily injury, each accident	\$ <u>500,000</u>
Bodily injury by disease, each employee	\$ <u>500,000</u>
Bodily injury/disease aggregate	\$ <u>500,000</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>
Property Damage:	
Each accident	\$ <u>500,000</u>
<i>[or]</i>	
Combined Single Limit of	\$ <u>1,000,000</u>

4. Additional Insureds: In addition to Owner (Okaloosa County Board of County Commissioners) include as additional insureds the following: AVCON, INC. ENGINEERS & PLANNERS 320 Bayshore Drive, Suite A - Niceville, FL 32578-2425.

5. Contractor’s Pollution under Paragraph 6.03.F of the General Conditions

Each Occurrence	\$ <u>Not Required</u>
General Aggregate	\$ <u>Not Required</u>

6. Contractor’s Professional Liability under Paragraph 6.03.H of the General Conditions

Each Occurrence	\$ <u>Not Required</u>
Annual Aggregate	\$ <u>Not Required</u>

Delete Paragraph 6.03.C.1 in its entirety and insert the following in its place:

1. Products and completed operations coverage:
  - a. Such insurance shall be maintained for two years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence continuation of such insurance at final payment and two years thereafter.

**ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES**

7.02 Labor; Working Hours

Delete Paragraph 7.02 B. in its entirety and insert the following:

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during the hours of 7 AM to 7 PM, Monday through Saturday. Contractor will not perform Work on a Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

Add the following new paragraph immediately after Paragraph 7.02.B:

1. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.07 Patent Fees and Royalties

Delete Paragraphs 7.07.B and C in their entirety and replace with the following:

- C. Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.10 Laws and Regulations

Delete Paragraph 7.10.B in its entirety and replace with the following:

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

#### 7.16 Shop Drawings, Samples and Other Submittals

Delete Paragraph 7.16 in its entirety.

#### 7.18 Indemnification

Delete Paragraph 7.18.A in its entirety and insert the following:

- A. Contractor shall indemnify and hold harmless the Owner and the design Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

### **ARTICLE 8 – OTHER WORK AT THE SITE**

#### 8.03 Legal Relationships

Delete Paragraph 8.03.D in its entirety and insert the following:

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer (both

Design and CEI, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by mediation or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

### 10.03 Project Representative

Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
  4. Liaison:
    - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s On-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
  6. Shop Drawings and Samples:
    - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
    - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
  7. Modifications: Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR’s recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
  8. Review of Work and Rejection of Defective Work:
    - a. Conduct on-Site observations of Contractor’s work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.



- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
  - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. Records:
  - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - c. Maintain records for use in preparing Project documentation.
11. Reports:
  - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. Completion:
  - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### 13.03 Unit Price Work

Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
  1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### 15.01 Progress Payments

Delete Paragraph 15.01.B.1 in its entirety and insert the following in its place:

- B. Applications for Payment
  1. Application for payment shall generally be submitted on a monthly basis (no more than once per month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free

and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

Delete Paragraph 15.01.C.1 in its entirety and insert the following in its place:

C. Review of Application

1. Engineer will within 5 business days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

15.03 Substantial Completion

Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.04 Contractor May Stop Work or Terminate

Delete Paragraphs 16.04.A and 16.04.B in their entirety and insert the following in their place:

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 18 – MISCELLANEOUS

18.07 Controlling Law

Delete paragraph 18.07.A in its entirety and replace the following in its place:

- A. This Contract shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. The parties agree that venue for any legal proceedings arising out of this Contract shall be in the state courts of Okaloosa County, Florida.

Add the following two sub articles to Article 18.

18.09 Coordination of Contract Documents

- A. The following documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complementary and describe and

provide for a complete Work. In addition to the work and materials specified in the Standard Specifications as being included in any specific pay item, include in such pay items additional, incidental work not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the Work under such pay item and not stipulated as being covered under other pay items.

- B. In cases of discrepancy, the governing order of the documents is as follows:
1. Modifications issued after the execution of the Agreement
  2. Agreement between Owner & Contractor for Construction Contract
  3. Addenda issued after the Bid Specifications were advertised to potential Bidders
  4. Supplementary Conditions
  5. EJCDC General Conditions, 2013 Edition
  6. Technical Specifications
  7. Construction Drawings
  8. Computed dimensions govern over scaled dimensions

18.10 Construction Closeout Requirements to County

- A. Immediately after being notified by the Engineer that all other requirements of the Agreement have been completed Contractor shall complete the following items
1. Signed Release of Liens;
  2. Certificate of Insurance for two year period, letter from Contractor stating Certificate of Insurance will be maintained for two (2) years;
  3. Certifications from Surety that Payment/Performance Bond shall remain in effect one year following final payment;
  4. Consent of Surety for Final Payment;
  5. Final Invoice with Engineer's Recommendation, final payment of this Contract shall be made within sixty (60) days after completion by the Contractor of all Work covered by the Agreement and acceptance of such Work by the County;
  6. Record (As-Built) Drawing

END OF DOCUMENT 00800 – SUPPLEMENTARY CONDITION

DOCUMENT 01010 – SUMMARY OF WORK

**PART 1 - GENERAL**

1.01 Work Covered by the Contract Documents

- A. The project intent, as a Hazard Mitigation Grant Program (HMGP), is to upgrade the stormwater drainage system and to mitigate the possibility for future flooding, in the area bound by Southwind Drive, Dominica Way, Aruba Way and Curacao Way in Niceville, Florida. The project will remove existing pipe and drainage structures as necessary followed by the installation of new ADS pipes and associated drainage structures.
- B. The WORK covered by the CONTRACT Documents include demolition, clearing and grubbing, earthwork, excavation, embankment, grading, asphalt paving, installation of storm water piping and inlets, coffer dam, concrete sidewalks, curbing, sodding for stabilization and other WORK as shown on the construction drawings and described in the specifications.

1.02 Work Sequence

- A. The work sequence will be determined by the CONTRACTOR and will incorporate Utility Work Schedules provided in the Supplemental Conditions.

1.03 Contractor’s Use of Premises

- A. Curaco Way shall remain closed to thru traffic during (phase I).
- B. Southwind Drive shall remain closed to thru traffic during (phase II).
- C. The CONTRACTOR shall implement a temporary traffic control plan for the duration of the project.
- D. CONTRACTOR shall assume full responsibility for safety at the work site for all workers and visitors.
- E. The CONTRACTOR shall send proper notices, make all necessary arrangements, and perform all services required in the care and maintenance of all public utilities within the construction limits.

**PART 2 - PRODUCTS OMITTED**

**PART 3 - EXECUTION OMITTED**

END OF DOCUMENT 01010 – SUMMARY OF WORK

DOCUMENT 01040 – PROJECT COORDINATION
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**PART 1 - GENERAL**

## 1.01 Related Documents

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

## 1.02 Summary

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
  - 1. Coordination.
  - 2. Administrative and supervisory personnel.
  - 3. General installation provisions.
  - 4. Cleaning and protection.

## 1.03 Coordination

- A. Coordination: Coordinate construction activities included under various sections of these Specifications to assure efficient and orderly installation of each part of the WORK. Coordinate construction operations included under different sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
  - 1. Where installation of one part of the WORK is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
  - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
  - 1. Prepare similar memoranda for the OWNER and separate CONTRACTORS where coordination of their WORK is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the WORK. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules.
  - 2. Installation and removal of temporary facilities.
  - 3. Delivery and processing of submittals.
  - 4. Progress meetings.
  - 5. Project Close-out activities.

## 1.04 Submittal

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
  - 1. Show the interrelationship of components shown on separate Shop Drawings.
  - 2. Indicate required installation sequences.
  - 3. Comply with requirements contained in Section 00700 Article 7.16

- B. Staff Names: Within 15 days of Notice to Proceed, submit a list of the CONTRACTOR's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

## **PART 2 - PRODUCTS OMITTED**

## **PART 3 - EXECUTION**

### 3.01 General Installation Provisions

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which WORK is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing WORK. Secure WORK true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed WORK. Arrange joints in exposed WORK to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

### 3.02 Cleaning and Protection

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading
  - 2. Excessive internal or external pressures
  - 3. Excessively high or low temperatures
  - 4. Thermal shock
  - 5. Excessively high or low humidity
  - 6. Air contamination or pollution
  - 7. Water
  - 8. Solvents

9. Chemicals
10. Puncture
11. Abrasion
12. Heavy traffic
13. Soiling, staining and corrosion
14. Bacteria
15. Rodent and insect infestation
16. Combustion
17. Electrical current
18. Improper lubrication
19. Unusual wear or other misuse
20. Contact between incompatible materials
21. Misalignment
22. Excessive weathering
23. Unprotected storage
24. Improper shipping or handling
25. Theft
26. Vandalism

END OF DOCUMENT 01040 – PROJECT COORDINATION



DOCUMENT 01350 – WARRANTIES AND MANUALS

**PART 1 – GENERAL**

1.01 Warranties

- A. The CONTRACTOR shall provide a warranty on all materials and workmanship for at least one (1) year (min.) from the date of Substantial Completion as per the General Conditions.
- B. Additional Warranties apply to individual products, materials and / or assemblies; refer to each of the respective Specification sections to obtain the minimum required warranty information.

1.02 Operation Manuals

- A. The CONTRACTOR shall file (in one place) all operation, maintenance or other manuals received with equipment and upon completion of project, they must be presented to the OWNER with a notification, in writing, to the ENGINEER that this has been accomplished.

**PART 2 - PRODUCTS OMITTED**

**PART 3 - EXECUTION OMITTED**

END OF DOCUMENT 01350 – WARRANTIES AND MANUALS

DOCUMENT 01500 – TEMPORARY FACILITIES
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**PART 1 – GENERAL**

## 1.01 Temporary Storage and Office

- A. The CONTRACTOR shall provide for his own use at project site, such storage and office space as deemed necessary.
- B. Provide Construction barriers and /or barricades, locations will be coordinated with the OWNER's Representative on the site, before installation.
- C. Trailers and sheds as necessary shall be located with-in the construction barriers, and only with the ENGINEER's and OWNER's approval.

## 1.02 Use Charges

- A. Usage charges for temporary services of facilities are not chargeable to the Owner or the ENGINEER.

## 1.03 Regulations

- A. Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation of temporary services and facilities.

## 1.04 Standards

- A. Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-AIO Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".

## 1.05 Inspections

- A. Inspect and test each service before placing temporary utilities in use. Arrange for inspections and tests by governing authorities, and obtain certifications and permits for use.

## 1.06 Submittals

- A. Submit copies of reports and permits required or necessary for the installation and operation; including any reports of tests, inspections and / or permits necessary for installation, use and operation of the temporary facilities.

## 1.07 Temporary Services

- A. Toilet Facilities
  - 1. The CONTRACTOR shall provide temporary, on-site toilet facilities for the duration of construction. Cleaning shall be conducted in accordance with 1.12.
- B. General Utilities
  - 1. Water: The CONTRACTOR shall pay and provide for water needed for the Project during Construction.
  - 2. Power: The CONTRACTOR shall pay for electricity used for the Project during the Construction. CONTRACTOR shall coordinate with Gulf Power for connection.
    - a. Comply with applicable requirements of NEMA, NECA and UL standards and governing regulations. Install temporary lighting of adequate illumination levels to perform the WORK specified as needed.
    - b. Comply with NECA pertaining to installation of temporary wiring service and grounding. Provide transformers, and over current protective devices at main distribution panel for power and light circuitry.
    - c. Provide disconnects for equipment circuits.

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**1.08 Protection of Occupants**

- A. Provide all warning signs, temporary fencing, barricades, supports, partitions, etc. as required to provide protection to the occupants, and to exclude unauthorized persons from the WORK areas.
  - 1. Comply with recognized standards and code requirements for erection of barricades where needed to prevent accidents. Paint with appropriate colors and warning signs to inform personnel at the site and the public of the hazard being protected against. Provide lighting where needed, including flashing red lights where appropriate.

**1.09 Lifting Devices and Hoisting**

- A. Provide cranes, hoists, towers and other lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Equipment shall be provided with proper guys, bracing and other safety devices as required by Local or State codes.
- B. Remove towers and hoisting equipment when they are no longer needed, or as directed by the Architect.

**1.10 First Aid Supplies**

- A. Comply with governing regulations and recognized recommendations within the construction industry.

**1.11 Rodent and Pest Control**

- A. The CONTRACTOR shall retain a local exterminator and/or pest control company to perform extermination and control procedures at regular intervals so that the project will be relatively free of pests and their residues at all times during the construction project.
- B. Any pest control operations will be done in a lawful manner using environmentally safe materials.

**1.12 Collection and Disposal of Waste**

- A. Establish a system for collection and disposal of waste materials. Enforce requirements strictly. Do not hold collected materials longer than seven (7) days during normal weather or three (3) days when the daily temperature is expected to rise above 80 degrees F. (27 degrees C).
- B. Handle waste materials that are hazardous, dangerous, or unsanitary separately from other waste by containerizing.
- C. Dispose of all waste material in a lawful manner.

**1.13 Site Drainage**

- A. Utilize the existing facilities for temporary drainage where feasible.
- B. Maintain the existing site, existing building and construction areas free of water.
- C. Dispose of rainwater in a lawful manner which will not result in flooding in project, nor endanger either existing or new WORK or temporary facilities.
- D. Take necessary measures to prevent erosion.

**1.14 Environmental Protection**

- A. Conduct all construction activities, by means and methods that comply with any and all environmental regulations, to minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of WORK at the site.

**1.15 General Protection**

- A. Provide protection from damage, dust, etc. to all items in vicinity of the CONTRACT WORK including, but not limited to, existing building surfaces, finishes, items of equipment, utilities, etc. The CONTRACTOR will repair any new damage caused and / or created due to this construction

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project, to Owner's satisfaction at no additional cost to Owner. (Non-Construction related damage would be exempt from this clause)

## **PART 2 – PRODUCTS OMITTED**

## **PART 3 - EXECUTION**

### 3.01 General Operations

- A. Supervision: Limit the availability of temporary services and facilities to essential and intended uses to minimize waste and abuse.
  - 1. Do not permit temporary installation to be abused or endangered.
- B. Maintenance: Operate and maintain temporary services and facilities in good operating condition and in a safe and efficient manner until removal is authorized.
  - 1. Do not overload services or facilities.
  - 2. Protect from damage by freezing temperatures and/or similar elements.
  - 3. Do not allow unsanitary and/or hazardous conditions to develop or persist on site.
- C. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour basis where required to achieve indicated results and avoid the possibility of damage to the WORK or to temporary facilities.

### 3.02 General Removal

- A. Remove each temporary service and facility promptly when need has ended, or when it is replaced by use of a permanent facility, but no later than Substantial Completion.
- B. Complete or, if necessary, restore permanent WORK delayed because of interference with the temporary service or facility.
- C. Repair all damaged WORK, clean exposed surfaces and replace any WORK which cannot be repaired.
- D. Clean and renovate any permanent services and/or facilities that may have been used to provide a temporary service and/or facilities during the construction period.

END OF DOCUMENT 01500 – TEMPORARY FACILITIES

DOCUMENT 01700 – PROJECT CLOSE-OUT
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**PART 1 - GENERAL**

## 1.01 Related Documents

- A. Drawings and general provisions of Contract, including General and Supplementary General Conditions and other Division-0 Specification sections, apply to the WORK of this section.

## 1.02 Description of Requirements

- A. Definitions: Close-out is hereby defined to include general requirements near end of the Contract Time, in preparation for final acceptance, final payment and normal termination of contract.
- B. Specific requirements for individual units of WORK are specified in sections of Division 0 through 16. Time of close-out is directly related to the "Substantial Completion", and must be a single time period for entire WORK.

## 1.03 Prerequisites to Substantial Completion

- A. General: Prior to requesting the ENGINEER's inspection for certification of Substantial Completion, complete the following and list any known exceptions (if any) in request.
  - 1. The in progress payment request will coincident with or first following date claimed, show either 100% completion for portion of WORK claimed as "Substantially Complete", or list incomplete items, value of incompleteness, and reasons for the items being incomplete.
  - 2. Include any supporting documentation required for completion as indicated in these Contract Documents.
  - 3. Submit statement showing accounting of any changes to the Contract Sum.
  - 4. Contractor shall notify and advise the OWNER of any pending insurance change over requirements.
  - 5. Submit specific warranties, workmanship / maintenance bonds, maintenance agreements, final certifications and similar documents.
  - 6. Obtain and submit releases enabling OWNER's full and unrestricted use of the WORK and access to services and utilities, including, where required, Occupancy Permits, operating certificates, and similar releases.
  - 7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to the OWNER.
  - 8. Complete the start-up testing of the systems, and deliver the instructions of the operating systems to the OWNER and / or maintenance personnel. Discontinue (or change over) and remove from project site all temporary facilities and services, along with any construction tools and facilities, mock-ups, and similar elements.
  - 9. Complete the final cleaning up requirements, including the touch-up of any marred surfaces as required.
  - 10. Touch-up and otherwise repair and restore marred exposed finishes.

## 1.04 Inspection Procedures

- A. Upon the receipt of the Contractor's request. The Engineer of Record will either proceed with the inspection or advise the Contractor of any prerequisites not fulfilled.
- B. Following the initial inspection the Engineer of Record will either prepare a Certificate of Substantial Completion, or advise the Contractor of WORK that must be performed prior to the issuance of the certificate; and repeat the inspection when requested and assured that WORK has been substantially completed.
- C. The Contractor shall prepare a type written "punch-list" of items to be completed and attach it to the Substantial Completion Form. Results of the completed inspection will form initial "punch-list" for the final acceptance.

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**1.05 Prerequisites to Final Acceptance**

- A. General: Prior to requesting the ENGINEER's final construction review for certification of final acceptance and final payment, as required by General Conditions, complete the following and list any known exceptions (if any) in request:
  - 1. Submit final payment request with final releases and supporting documentation not previously submitted and/or accepted. Include certificates of insurance for products and completed operations where required.
  - 2. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
  - 3. Submit a certified copy of ENGINEER's "final punch-list" of itemized WORK to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the ENGINEER.
  - 4. Submit Consent of Surety.
  - 5. Submit Certified and Notarized Lien Release stating that all parties have been or will be paid (showing amounts).
  - 6. Submit final liquidated damages settlement statement, acceptable to OWNER.
  - 7. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Review Procedure: Upon receipt of Contractor's notice that WORK has been completed, including punch-list items resulting from earlier construction reviews, and excepting incomplete items delayed because of acceptable circumstances. The ENGINEER will re-inspect the WORK.
- C. Upon completion of review, the ENGINEER will either prepare the Certificate of Final Acceptance or advise the Contractor of WORK not completed or of obligations not fulfilled as required for final acceptance.
- D. If necessary, procedure will be repeated.

**1.06 Equipment Close-out**

- A. General Operating / Maintenance Instructions: Arrange for each installer of the WORK that requires a continuing maintenance or operation, to meet with OWNER's personnel, at the project site, to provide basic instructions needed for the proper operation and any type of equipment maintenance.
  - 1. Include instructions by manufacturer's representatives where installers are not experts in the required procedures.
  - 2. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities.
  - 3. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy /efficiency adjustments, and similar operations.
  - 4. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments

**1.07 Final Cleaning**

- A. For any special cleaning requirements for the specific units of WORK, would be specified in individual sections, of Divisions 2 through 16.
- B. General cleaning during the progress of WORK is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division.
- C. Provide final cleaning of the WORK, at time indicated, consisting of cleaning each surface or unit of WORK to normal "clean" condition as expected for a first-class building cleaning and maintenance program.
- D. Comply with the manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
  - 1. Remove labels which are not required as permanent labels.

2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing any substances which are noticeable as a vision obscuring material. Replace broken glass and all damaged transparent materials.
  3. Clean all exposed exterior and interior hard-surfaced finishes, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to the original reflective condition.
  4. Wipe surfaces of mechanical and electrical equipment clean; remove any excess lubrication and other substances.
  5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, attics and similar spaces.
  6. Clean all light fixtures and lamps so as to function with full efficiency.
  7. Clean the project site (within limits of construction), including landscape areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits.
- E. Removal of Protection: Except as otherwise indicated or requested by the ENGINEER and / or OWNER. Remove all temporary protection devices and facilities.
- F. Comply with safety standards and governing regulations for the cleaning operations. Do not burn waste materials at site, or bury any debris or excess materials on the OWNER's property, or discharge volatile or other harmful or dangerous materials into the drainage systems. Remove all waste materials from site and dispose of in a lawful manner.
- G. When extra materials are remaining after the completion of associated WORK, which have become the OWNER's property, dispose of these to OWNER's best advantage as directed.

END OF DOCUMENT 01700 – PROJECT CLOSE-OUT

DOCUMENT 01750 – RECORD DOCUMENTS
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**PART 1 – GENERAL**

## 1.01 Related Documents

- A. Drawings and general provisions of CONTRACT, including General and Supplementary General Conditions and other Division-0 Specification sections, apply to the WORK of this section.

## 1.02 Summary

- A. Section includes administrative and procedural requirements for the record set of documents, including the following;
  - 1. Record Set of Drawings.
  - 2. Record Set of Specifications.
- B. Related Sections:
  - 1. Section 01700 - Project Close-Out.

## 1.03 Record Document Submittal

- A. Submit the following copies of the Record Documents during or prior to the Project Close-out:
  - 1. Provide one complete full size color copies, of the "marked-up" record set of drawings.
  - 2. Provide one complete "marked-up" record set of specifications.
- B. Copies are to be distributed, one of each type to the OWNER.

## 1.04 Use and Storage

- A. Store the Record Documents in the field office apart from the documents used for the construction. Do not use the Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition. Make all documents and samples available at all times for the OWNER, ENGINEERS and / or Building Inspectors as needed.
- B. Each CONTRACTOR is responsible for obtaining, recording, and maintaining the Record Documents information for its own WORK. The CONTRACTOR is responsible for coordinating the information, where information from more than one CONTRACTOR is to be integrated with the information from other CONTRACTORS to form one combined record.

## 1.05 Record Drawings

- A. Mark the Record Drawings to show the actual installation where the locations vary from the installation locations shown originally. Give particular attention to information on the concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
  - 1. Measured horizontal and vertical locations of underground utilities and other appurtenances, referenced to permanent surface improvements.
  - 2. Locations of concealed internal utilities and appurtenances.
  - 3. Actual equipment locations.
  - 4. Revisions to routing of piping and conduits.
  - 5. Duct size and routing.
  - 6. Depths of foundations below the first floor.
  - 7. Revisions to electrical circuitry.
  - 8. Dimensional changes to the Drawings.
  - 9. Revisions to details on the Drawings.
  - 10. Details not on the original CONTRACT Drawings.
  - 11. Changes made following the OWNER's written orders.
  - 12. Changes made by Addendum, Change Orders, Requests for Information (RFIs), or ENGINEER'S Supplemental Instructions (ASIs).



- B. Mark the Record Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in the production of the marked-up Record Documents.

#### 1.06 Record Specifications

- A. Mark the Record Specifications to show Addendums, Change Orders, Requests for Information (RFIs), or ENGINEER's Supplemental Instructions (ASIs).
- B. Indicate on the Record Specifications the actual product that was installed where the installation varies from the Specifications, addenda and CONTRACT modifications.
  - 1. Give particular attention to information on concealed products and the installations that cannot be readily identified and recorded later.
  - 2. Mark the Record copy with the propriety name and model number of products, materials and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, installer and other necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether the record Product Data has been submitted in the operation and maintenance manuals instead of submitted as record Product Data.
  - 5. Note related Change Orders and turnover drawings where applicable.

### **PART 2 – PRODUCT OMITTED**

### **PART 3 – EXECUTION**

#### 3.01 Preparation

- A. Daily mark the Record Documents to show the actual conditions where the installation varies from that shown originally. Require the individual or entity who obtained the record data, whether that individual or entity is the Installer, Sub-contractor or similar entity to provide the information for the preparation of the corresponding marked-up Record Set of Drawings.
  - 1. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - 2. Accurately record information in an acceptable drawing technique.
  - 3. Record data as soon as possible after obtaining it.
  - 4. Record and check the mark-up before enclosing the concealed installations.
  - 5. Record the changes and modifications as they occur. Do not wait until the end of the Project.

#### 3.02 Recording

- A. During construction, maintain an extra set of the CONTRACT Documents specifically for the purpose of creating the Record Documents. Keep them separate from the set used for construction.
  - 1. Stamp each sheet of the Record Drawings and the cover of the Record Specifications in the lower right-hand corner with a reasonably large ink stamp to read "Record Set".
  - 2. Mark Record Set Documents with a red pencil or pen. Use other colors to distinguish between changes for different categories of the WORK at the same location or for clarity. (All marks shall be photo reproducible.)
  - 3. Mark the record documents completely and accurately.
  - 4. Indicate any additional important information that was either shown schematically or omitted from the CONTRACT Documents.
  - 5. Mark the Record Documents to indicate actual WORK done that deviates from the CONTRACT Documents.
- B. Maintain the Record Documents in good order and in a clean, dry, legible condition.
- C. Make all Record Documents and samples available at all times for the OWNER, ENGINEERS and / or Building Inspectors as needed.
- D. After completing the preparation of the Record Documents, prepare the drawings and specifications for distribution.

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- E. Submit the Record Documents, whether or not any changes and / or additional information was recorded.

END OF DOCUMENT 01750 – RECORD DOCUMENTS

# Appendix A

## TECHNICAL SPECIFICATIONS

### BLUEWATER BAY MSBU FLOOD MITIGATION IMPROVEMENTS

**Prepared For:**

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April 2019

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**TECHNICAL SPECIFICATION INDEX**

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**SECTION 101  
MOBILIZATION**

PART 1 – DESCRIPTION

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, the operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. Include the costs for demobilization and restoring the unimproved portions of the project site to its original condition.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

PART 2 – BASIS OF PAYMENT

101-2.1 When a Separate Item is Included in the Proposal: When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the Contract lump sum price for the item of Mobilization.

Payment will be made under:

Item No. 101-1	Mobilization – Base Bid	-- Lump Sum (LS)
<del>Item No. 101-2</del>	<del>Mobilization – Bid Alternative #1</del>	<del>Lump Sum (LS)</del>
<del>Item No. 101-3</del>	<del>Mobilization – Bid Alternative #2</del>	<del>-- Lump Sum (LS)</del>

101-2.2 Partial Payments: When the proposal includes a separate pay item for Mobilization and the Notice to Proceed has been issued, partial payments will be made in accordance with the following:

For contracts of 120 contract days duration or less, partial payment will be made at 50% of the bid price per month for the first two months. For contracts in excess of 120 contract days duration, partial payment will be made at 25% of the bid price per month for the first four months. In no event shall more than 50% of the bid price be paid prior to commencing construction on the project site.

Total partial payments for Mobilization on any project, including when more than one project or job is included in the Contract, will be limited to 10% of the original Contract amount for that project. Any remaining amount will be paid upon completion of all work on the Contract.

Retainage, as specified in the standard agreement, will be applied to all partial payments.

Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

101-2.3 When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.

**END OF SECTION 101**

**SECTION 102  
MAINTENANCE OF TRAFFIC**

**PART 1 - DESCRIPTION**

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

Include the cost of any work that is necessary to meet the requirements of the Contract Documents under the MOT pay item, when there is not a pay item provided.

**PART 2 - MATERIALS**

Meet the following requirements:

Bituminous Adhesive .....	Section 970
Temporary Retroreflective Pavement Markers .....	Section 990
Paint.....	Section 971
Removable Tape .....	Section 990
Glass Spheres.....	Section 971
Temporary Traffic Control Device Materials .....	Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices .....	Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Design Standards and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including recycled asphalt pavement material, and having stability and drainage properties that will provide a firm surface under wet conditions.

**PART 3 - SPECIFIC REQUIREMENTS**

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a worksite traffic supervisor in accordance with Section 105. Provide the worksite traffic supervisor with all equipment and materials needed to set up, take

down, maintain traffic control, and handle traffic-related situations.

Ensure that the worksite traffic supervisor performs the following duties:

1. Performs on site direction of all traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations to ensure proper MOT.
4. Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 24 hours.
5. Is available on a 24 hour per day basis and present within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as is deemed necessary. Submit a comprehensive weekly report, using the Department's currently approved form, to the Engineer detailing the condition of all traffic control devices (including pavement markings) being used. Include assurances in the inspection report that pedestrians are accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities, that existing or detoured bicyclist paths are being maintained satisfactorily throughout the project limits, and that existing businesses in work areas are being provided with adequate entrances for vehicular and pedestrian traffic during business hours. Have the worksite traffic supervisor sign the report and certify that all of the above issues are being handled in accordance with the Contract Documents. When deficiencies are found, the worksite traffic supervisor is to note such deficiencies and include the proposed corrective actions, including the date corrected.

The Department may disqualify and remove from the project a worksite traffic supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

#### PART 4 - ALTERNATIVE TRAFFIC CONTROL PLAN

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. Have the Contractor's Engineer of Record sign and seal the alternative plan. Prepare the TCP in conformance with and in the form outlined in the current version of the Department's Plans Preparation Manual. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated

changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TCP. Obtain the Engineer's written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

#### PART 5 - TRAFFIC CONTROL

102-5.1 Standards: FDOT Design Standards are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the Engineer. Before beginning any construction, provide the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.



102-5.7 Flagger: Provide trained flaggers in accordance with Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will be in conflict with “next phase of operation” vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in Maintenance of Traffic, Lump Sum.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 amber or white warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to its end of service life. Lights should be unobstructed by ancillary vehicle equipment such as ladders, racks or booms. If the light is obstructed, additional lights will be required. The lights shall be operating when a vehicle is in a work area where a potential hazard exists, when operating the vehicle at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Design Standards.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or flashing lights.

To avoid distraction to motorists, do not operate the lights on the vehicles or equipment when the vehicles are outside the clear zone or behind a barrier.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

## PART 6 – DETOURS

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement. Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Submit a letter with the following: company name, phone number, office address, project contact person, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt of letter, the Engineer will, within ten calendar days provide an approved material list to the Contractor and the appropriate Department storage yard.

Provide a letter with an original company seal, identifying the representative with authority to pick up components, to the Engineer at least 10 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 10 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Departments representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of \$35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabblers machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic foot per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabblers machine to and from the Department's structures shop. Repair any damage to the scabblers machine caused by operations at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Return the bridge components to the designated storage facility beginning no later than 10 calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of \$5.00 per 10 feet, per day, per bridge, for single lane; and \$10.00 per 10 feet, per day, per bridge, for dual lane until the bridge components are returned to the Department.

**102-6.3 Construction Methods:** Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

**102-6.4 Removal of Detours:** Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

**102-6.5 Detours Over Existing Roads and Streets:** When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

**102-6.6 Operation of Existing Movable Bridges:** The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

#### **PART 7 - TRAFFIC CONTROL OFFICER**

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. Directing traffic/overriding the signal in a signalized intersection.
2. When Design Standards, Index No. 619 is used on freeway facilities (interstates, toll roads, and expressways) at nighttime for work within the travel lane.
3. When Design Standards, Index No. 655 Traffic Pacing for overhead work is called for in the Plans or approved by the Engineer.
4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by the Engineer.
5. When Design Standards, Index No. 625 Temporary Road Closure 5 Minutes or Less is used.

#### **PART 8 - DRIVEWAY MAINTENANCE**

**102-8.1 General:** Ensure that each residence and business has safe, stable, and reasonable access.

**102-8.2 Construction Methods:** Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

#### PART 9 - TEMPORARY TRAFFIC CONTROL DEVICES

102-9.1 Installation and Maintenance: Install and maintain temporary traffic control devices as detailed in the Plans, Index 600 of the Design Standards and when applicable, in accordance with the approved vendor drawings, as provided on the Department's Qualified Products List (QPL) or the Department's Approved Products List (APL). Erect the required temporary traffic control devices to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing to protect the traveling public, workers, and to safeguard the work area. Use only those devices that are on the QPL or the APL. Immediately remove or cover any devices that do not apply to existing conditions.

All temporary traffic control devices must meet the requirements of National Cooperative Highway Research Program Report 350 (NCHRP 350) or the Manual for Assessing Safety Hardware 2009 (MASH) and current FHWA directives. Manufacturers seeking evaluation must furnish certified test reports showing that their product meets all test requirements set forth by NCHRP 350 or the MASH. Manufacturers seeking evaluation of Category I devices for inclusion on the QPL shall include the manufacturer's self-certification letter. Manufacturer's seeking evaluation of Category II and Category III devices for inclusion on the QPL shall include the FHWA WZ numbered acceptance letter with attachments and vendor drawings of the device in sufficient detail to enable the Engineer to distinguish between this and similar devices. For devices requiring field assembly or special site preparation, vendor drawings shall include all field assembly details and technical information necessary for proper application and installation and must be signed and sealed by a Professional Engineer registered in the State of Florida. Manufacturers seeking evaluation of Category IV devices for inclusion on the QPL or APL must comply with the requirements of Section 990 and include detailed vendor drawings of the device along with technical information necessary for proper application, field assembly and installation.

Ensure that the QPL or APL number is permanently marked on the device at a readily visible location. Sheeting used on devices is exempt from this marking requirement.

Notify the Engineer of any scheduled operation which will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit his review of the plan for the proposed installation of temporary traffic control devices.

Ensure an employee is assigned the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Keep temporary traffic control devices in the correct position, properly directed, clearly visible and clean, at all times. Ensure that all traffic control devices meet acceptable standards as outlined in American Traffic Safety Services Association (ATSSA) "Quality Guidelines for Temporary Traffic Control Devices and Features". Immediately repair, replace or clean damaged, defaced or dirty devices.

102-9.2 Work Zone Signs: Provide signs in accordance with the Plans and Design Standards. Meet the requirements of 700-1.2.4 and 990-8. Use only approved systems, which includes sign support posts or stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the QPL drawings.

Attach the sign to the sign support using hardware meeting the manufacturer's recommendations and as specified in the Design Standards.

Provide Federal Highway Administration's (FHWA) accepted sign substrate for use with accepted sign stands on the National Highway System (NHS) under the provisions of the NCHRP Report 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features."

102-9.3 Business Signs: Provide and place signs in accordance with the Plans and Design Standards, Index No. 600 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.4 High Intensity Flashing Lights: Furnish Type B lights in accordance with the Plans and Design Standards.

102-9.5 Warning/Channelizing Devices: Furnish warning/channelizing devices in accordance with the Plans and Design Standards.

102-9.5.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the QPL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-9.5.2 Barrier Wall (Temporary): Furnish, install, maintain, remove and relocate a temporary barrier wall in accordance with the Plans. Ensure that temporary concrete barrier wall for use on roadway sections, complies with Design Standards, Index Nos. 412, 415 or 414 as specified in the Plans. Ensure that temporary concrete barrier wall for use on bridge and wall sections, complies with Design Standards, Index No 414 as specified in the Plans. Ensure that temporary water filled barrier wall used on roadway sections meets the NCHRP Report 350 criteria or the MASH and is listed on the QPL. Barriers meeting the requirements of Design Standards, Index Nos. 412, 415 or temporary water filled barriers on the QPL will not be accepted as an alternate to barriers meeting the requirements of Design Standards, Index No. 414.

102-9.5.3 Glare Screen (Temporary): Use temporary glare screens listed on the QPL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the Plans.

Ensure the anchorage of the glare screen to the barrier is capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier wall, warning lights will not be required.

102-9.6 Temporary Crash Cushion (Redirective/Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, the Design Standards, and requirements of the pre-approved alternatives listed on the QPL. Maintain the crash cushions until their authorized removal. Repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.7 Guardrail (Temporary): Furnish guardrail (temporary) in accordance with the Plans and Design Standards. Meet the requirements of Section 536.

102-9.8 Arrow Board: Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Design Standards to advise approaching traffic of lane closures or shoulder work. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards shall be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

102-9.9 Portable Changeable Message Sign (PCMS): Furnish PCMSs that meet the requirements of Section 990 as required by the Plans and Design Standards to supplement other temporary traffic control devices used in work zones.

A truck mounted PCMS may be used as a stand alone MOT device only when used for accident or incident management situations as defined in the MUTCD and is listed on the APL.

102-9.10 Portable Regulatory Signs (PRS): Furnish PRSs that meet the requirements of 990 as required by the Plans and Design Standards.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-9.11 Radar Speed Display Unit (RSDU): Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Design Standards to inform motorists of the posted speed and their actual speed.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-9.12 Temporary Signalization and Maintenance: Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,
2. Temporary portable traffic signals as shown in the Plans,
3. Adding or shifting signal heads,
4. Trouble calls,
5. Maintaining intersection and coordination timing and preemption devices.

Restore any loss of operation within 12 hours after notification.

Provide traffic signal equipment that meets the requirements of the Design

Standards and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency.

102-9.13 Temporary Traffic Detection and Maintenance: Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.14 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, install and maintain only those attenuators that meet the requirements of NCHRP 350 or the MASH.

Use truck mounted attenuators or trailer mounted attenuators, when called for in the Design Standards. Use attenuators listed on the QPL.

When attenuators are called for, use either a truck mounted attenuator or a trailer mounted attenuator system designed and installed in accordance with the manufacturers recommendations.

Equip the attenuator cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights.

Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Ensure that the complete unit is painted DOT yellow (Fed. Std. 595 b, No. 13538). Stripe the rear facing of the cartridge in the operating position with the alternating 6 inch white and 6 inch safety orange 45 degree striping to form an inverted "V" at the center of the unit and slope down and toward the outside of the unit, in both directions from the center. In the raised position, place at least the same square footage of striping on the bottom of the cartridge as placed on the rear facing cartridge in the open position. Use Type III retroreflectorized sheeting for striping.

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in MOT Lump Sum. Payment includes all costs, including furnishing, maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-9.15 Temporary Raised Rumble Strip Sets: When called for in the Plans, furnish, install, maintain, remove, and reinstall temporary raised rumble strip sets.

Install the temporary raised rumble strip sets per the manufacturer's recommendations and in accordance with Design Standards, Index No. 600.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-9.16 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove and relocate AFADs in accordance with the Plans and Design Standards. Position AFADs where they are clearly visible to oncoming traffic and out of the lane of traffic. The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device's location.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with Index 603. Include the cost for AFADs in Maintenance of Traffic Lump Sum.

102-9.17 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Design Standards, Index No 600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

## PART 10 - WORK ZONE PAVEMENT MARKING

102-10.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Design Standards.

Centerlines, lane lines, edge lines, stop bars and turn arrows will be required in work zones prior to opening the road to traffic.

The most common types of work zone pavement markings are painted pavement markings and removable tape. Other types of work zone pavement markings may be identified in the Plans.

### 102.10.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of Section 710. Use standard waterborne paint unless otherwise identified in the Plans or approved by the Engineer.

### 102-10.3 Removable Tape:

102-10.3.1 General: Use removable tape listed on the QPL and meeting the requirements of 990-4.

102-10.3.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the



length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-10.3.3 Retroreflectivity: Apply white and yellow traffic stripes and markings that will attain an initial retroreflectivity of not less than 300 mcd/lx·m<sup>2</sup> for white and contrast markings and not less than 250 mcd/lx·m<sup>2</sup> for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m<sup>2</sup>. At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than 150 mcd/lx·m<sup>2</sup>.

102-10.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.

102-10.4 Temporary Retroreflective Pavement Markers (RPM's): Use markers listed on the QPL and meeting the requirements of 990-5. Apply all markers in accordance with the Design Standards, Index No. 600, prior to opening the road to traffic. Replace markers any time after installation when more than three consecutive markers fail or are missing, at no expense to the Department, in a timely manner, as directed by the Engineer.

#### PART 11 - METHOD OF MEASUREMENT

No separate measurement shall be made for **Maintenance of Traffic**.

#### PART 12 – SUBMITTALS

102-12.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

102-12.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

PART 13 - BASIS OF PAYMENT

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

102-13.2 Payment Items: Payment will be made under:

Item No. 102- 1	Maintenance of Traffic – Base Bid	- Lump Sum (LS)
<del>Item No. 102- 2</del>	<del>Maintenance of Traffic – Bid Alternative #1</del>	<del>- Lump Sum (LS)</del>

**END OF SECTION 102**

**SECTION 104  
PREVENTION, CONTROL, AND ABATEMENT OF  
EROSION AND WATER POLLUTION**

**PART 1 – DESCRIPTION.**

Provide erosion control measures on the project and in areas outside the right-of-way where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the Engineer.

**PART 2 – GENERAL**

Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

Due to unanticipated conditions, the Engineer may direct the use of control features or methods other than those included in the original Contract. In such event, the Department will pay for this additional work as unforeseeable work.

**PART 3 – CONTROL OF CONTRACTOR’S OPERATIONS WHICH MAY RESULT IN WATER POLLUTION.**

Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials. Also, conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any live stream.

Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.

Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters: pumping into grassed swales or appropriate vegetated areas or sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.

Do not disturb lands or waters outside the limits of construction as staked, except as authorized by the Engineer.

Obtain the Engineer’s approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

PART 4 – MATERIALS FOR TEMPORARY EROSION CONTROL.

The Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric in 985-3 unless such material is to be incorporated into the completed project. When no testing is required, the Engineer will base acceptance on visual inspection.

The Contractor may use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project, subject to the approval of the Engineer.

PART 5 – PRECONSTRUCTION REQUIREMENTS.

At the Preconstruction Conference, provide to the Department an Erosion Control Plan meeting the requirements or special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the project Erosion Control Plan will be governed by 7-1.1, 7-2.2, 7-8.1, 7-8.2, and Section 104.

When a DEP generic permit is issued, the Contractor's Erosion Control Plan shall be prepared to accompany the Department's Stormwater Pollution Prevention Plan (SWPPP). Ensure the Erosion Control Plan includes procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-storm water discharges, such as contaminated groundwater or accidental spills. Do not begin any soil disturbing activities until Department approval of the Contractor's Erosion Control Plan, including required signed certification statements.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

When the SWPPP is required, prepare the Erosion Control Plan in accordance with the planned sequence of operations and present in a format acceptable to the Department. The Erosion Control Plan shall describe, but not be limited to, the following items or activities:

- (1) For each phase of construction operations or activities, supply the following information:
  - a. Locations of all erosion control devices
  - b. Types of all erosion control devices
  - c. Estimated time erosion control devices will be in operation
  - d. Monitoring schedules for maintenance of erosion control devices
  - e. Methods of maintaining erosion control devices
  - f. Containment or removal methods for pollutants or hazardous wastes
- (2) The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.
- (3) Submit for approval the Erosion Control Plans meeting paragraphs 3a, 3b, or 3c below:
  - a. Projects permitted by the Northwest Florida Water Management District (NFWFMD), require the following:

Submit a copy of the Erosion Control Plan to the Engineer for review and to the appropriate NFWFMD Office for review and approval. Include the NFWFMD permit number on all submitted data or correspondence.

The Contractor may schedule a meeting with the appropriate NFWFMD Office to discuss the Erosion Control Plan in detail, to expedite the review and approval process. Advise the Engineer of the time and place of any meetings scheduled with NFWFMD.

Do not begin construction activities until the Erosion Control Plan receives written approval from both the Water Management District and the Engineer.

- b. Projects permitted by the Northwest Florida Water Management District or the Florida Department of Environmental Protection, require the following:

Obtain the Engineer's approval of the Erosion Control Plan.

Do not begin construction activities until the Erosion Control Plan receives written approval from the Engineer.

- c. Projects authorized by permitting agencies other than the Water Management Districts or projects for which no permits are required require the following:

The Engineer will review and approve the Contractor's Erosion Control Plan.

Do not begin construction activities until the Erosion Control Plan receives written approval from the Engineer.

Comply with the approved Erosion Control Plan.

#### PART 6 – CONSTRUCTION REQUIREMENTS.

104-6.1 Limitation of Exposure of Erodible Earth: The Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, turf, sod, and other such permanent erosion control measures current in accordance with the accepted schedule.

Do not allow the surface area of erodible earth that clearing and grubbing operations or excavation and filling operations expose to exceed 750,000 square feet without specific prior approval by the Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.

The Engineer may increase or decrease the amount of surface area the Contractor may expose at any one time.

104-6.2 Incorporation of Erosion and Sediment Control Features: Incorporate permanent erosion control features into the project at the earliest practical time. Use temporary erosion and sediment control features found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual) to correct conditions that develop during construction which were not foreseen at the time of design, to control erosion and sediment prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion and sediment that develops during normal construction operations, which are not associated with permanent erosion control features on the project. An electronic version of the E&SC Manual can be found at the following URL: [www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/FLerosionSedimentManual.pdf](http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/FLerosionSedimentManual.pdf)

Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.

At sites where exposure to such sensitive areas is prevalent, complete the installation of any sediment control device prior to the commencement of any earthwork.

After installation of sediment control devices, repair portions of any devices damaged at no expense to the Department. The Engineer may authorize temporary erosion and sediment control features when finished soil layer is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.

104-6.3 Scheduling of Successive Operations: Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

104-6.4 Details for Temporary Erosion and Sediment Control Features:

104-6.4.1 General: Use temporary erosion, sediment and water pollution control features found in the E&SC Manual. These features consist of, but are not limited to, temporary turf, rolled erosion control products, sediment containment systems, runoff control structures, sediment barriers, inlet protection systems, silt fences, turbidity barriers, and chemical treatment. For design details for some of these items, refer to the Design Standards and E&SC Manual.

104-6.4.2 Temporary Turf: The Engineer may designate certain areas of turf or sod constructed in accordance with Section 570 as temporary erosion control features. For areas not defined as sod, constructing temporary turf by seeding only is not an option for temporary erosion control under this Section. The Engineer may waive the turf establishment requirements of Section 570 for areas with temporary turf that will not be a part of the permanent construction.

104-6.4.3 Runoff Control Structures: Construct runoff control structures in accordance with the details shown in the plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function.

104-6.4.4 Sediment Containment Systems: Construct sediment containment systems in accordance with the details shown in the plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function. Clean out sediment containment systems as necessary in accordance with the plans or as directed.

104-6.4.5 Sediment Barriers: Provide and install sediment barriers on stormwater structures within the project area or as directed by the Engineer, or as shown in the E&SC Manual to protect against downstream accumulation of sediment. Sediment Barriers include, but are not limited to synthetic bales, silt fence, fiber logs and geosynthetic barriers. Reusable barriers that have had sediment deposits removed may be reinstalled on the project as approved by the Engineer.

104-6.4.6 Silt Fence:

104-6.4.6.1 General: Furnish, install, maintain, and remove silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown on the plans, the Design Standards, and the E&SC Manual.

104-6.4.6.2 Materials and Installation: Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements of Section 985 according to those applications for erosion control.

Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective silt fence that controls sediment comparable to the Design Standards and the E&SC Manual.

Erect silt fence at upland locations, across ditchlines and at temporary locations shown on the plans or approved by the Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach silt fence to existing trees unless approved by the Engineer.

104-6.4.6.3 Inspection and Maintenance: Inspect all silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately 1/2 of the volume capacity of the silt fence or as directed by the Engineer. Dress any sediment deposits remaining in place after the silt fence is no longer required to conform with the finished grade, and prepare and seed them in accordance with Section 570.

104-6.4.7 Floating Turbidity Barriers and Staked Turbidity Barriers: Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor shall be required to install turbidity barriers at the outfall south of US Highway 98 and maintain the barrier throughout construction. The Contractor may need to deploy turbidity barriers around

isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The Engineer will identify such areas as identified during construction. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the manufacturer details or as approved by the Engineer. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The Engineer may approve alternate methods or materials.

Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where floating barriers installed.

104-6.4.8 Inlet Protection System: Furnish and install inlet protection systems as shown in the plans, Design Standards and the E&SC Manual.

104-6.4.9 Rolled Erosion Control Products (RECPs):

104-6.4.9.1 General: Install RECPs in locations where temporary protection from erosion is needed. Two situations occur that require artificial coverings. The two situations have differing material requirements, which are described below.

1. Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by the Engineer, during temporary pauses in construction caused by inclement weather or other circumstances. Remove the material when construction resumes.
2. Use RECPs as erosion control blankets, at locations shown in the plans, to facilitate plant growth while permanent grassing is being established. For the purpose described, use non-toxic, biodegradable, natural or synthetic woven fiber mats. Install erosion control blankets capable of sustaining a maximum design velocity of 6.5 ft/sec as determined from tests performed by Utah State University, Texas Transportation Institute or an independent testing laboratory approved by the Department. Furnish to the Engineer, two certified copies of manufacturers test reports showing that the erosion control blankets meet the requirements of this Specification. Certification must be attested, by a person having legal authority to bind the manufacturing company. Also, furnish two 4 by 8 inch samples for product identification. The manufacturers test records shall be made available to the Department upon request. Leave the material in place, as installed, to biodegrade.

104-6.4.10 Chemical Treatment: Provide chemical treatment in accordance with the E&SC Manual. Chemical treatment may be used to clarify turbid or sediment laden water that does not yet meet state water quality standards or as an amendment to other erosion prevention and sediment control products to aid in their performance. The contractor must provide all of the required toxicity testing information in accordance with the E&SC Manual to the Engineer for review and acceptance prior to using any chemical treatment on the project site.

104-6.5 Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the project in such a manner that no detrimental effect will result. The Engineer may direct that temporary features be left in place.



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PART 7 – MAINTENANCE OF EROSION AND SEDIMENT CONTROL FEATURES.

104-7.1 General: Provide routine maintenance of permanent and temporary erosion and sediment control features, at no expense to the Department, until the project is complete and accepted. If reconstruction of such erosion and sediment control features is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion and sediment control features, failure by the Contractor to install permanent erosion control features as scheduled, the Contractor shall replace such erosion control features at no expense to the Department. If reconstruction of permanent or temporary erosion and sediment control features is necessary due to factors beyond the control of the Contractor, the Department will pay for replacement under the appropriate Contract pay item or items.

Inspect all erosion and sediment control features at least once every seven calendar days and within 24 hours of the end of a storm of 0.50 inches or greater. Maintain all erosion control features as required in the Stormwater Pollution Prevention Plan, Contractor's Erosion Control plan and as specified in the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

PART 8 -PROTECTION DURING SUSPENSION OF CONTRACT TIME.

If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet, and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. The Engineer may direct the Contractor to perform, during such suspensions of operations, any other erosion and sediment control work deemed necessary.

PART 9 – METHOD OF MEASUREMENT.

No separate measurements shall be made for temporary erosion control features. Upon acceptance by the Engineer, the quantity of floating turbidity barriers, sediment barriers, staked turbidity barriers, and inlet protection devices will be paid for under the Contract lump sum price for **Prevention, Control, and Abatement of Erosion and Water Pollution**, regardless of whether materials are new, used, or relocated from a previous installation on the project.

PART 10 – BASIS OF PAYMENT.

Prices and payments will be full compensation for all work specified in this Section, including construction and routine maintenance of temporary erosion control features.

Any additional costs resulting from compliance with the requirements of this Section, other than construction, routine maintenance, and removal of temporary erosion control features, will be included in the Contract unit prices for the item or items to which such costs are related.

Additional temporary erosion control features constructed as directed by the Engineer will be paid for as unforeseeable work.

In case of repeated failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the Department's own forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress estimate.

Payment will be made under:

Item No. 104-1	Prevention, Control, and Abatement of Erosion and Water Pollution – Base Bid	- per Lump Sum (LS)
Item No. 104-2	Coffer Dam/Sheet Piling and Dewater – Base Bid	- per Lump Sum (LS)
<del>Item No. 104-3</del>	<del>Prevention, Control, and Abatement of Erosion and Water Pollution – Bid Alternative #1</del>	<del>per Lump Sum (LS)</del>
<del>Item No. 104-4</del>	<del>Coffer Dam/Sheet Piling and Dewater – Bid Alternative #1</del>	<del>per Lump Sum (LS)</del>
<del>Item No. 104-5</del>	<del>Prevention, Control, and Abatement of Erosion and Water Pollution – Bid Alternative #2</del>	<del>per Lump Sum (LS)</del>
<del>Item No. 104-6</del>	<del>Coffer Dam/Sheet Piling and Dewater – Bid Alternative #2</del>	<del>per Lump Sum (LS)</del>

**END OF SECTION 104**

**SECTION 105**  
**CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS**

PART 1 - GENERAL

105-1.1 Quality Control Documentation

105-1.1.1 Submission of Materials Certification and Reporting Test Results: Provide certifications prior to placement of materials. Report test results at completion of the test and meet the requirements of the applicable Specifications.

105-1.2 Inspections to Assure Compliance with Acceptance Criteria

105-1.2.1 General: The Owner is not obligated to make an inspection of materials at the source of supply, manufacture, or fabrication. Provide the Engineer with unrestricted entry at all times to such parts of the facilities that concern the manufacture, fabrication, or production of the ordered materials. Bear all costs incurred in determining whether the material meets the requirements of these Specifications.

105-1.2.2 Quality Control Inspection: Provide all necessary inspection to assure effective Quality Control of the operations related to materials acceptance. This includes but is not limited to sampling and testing, production, storage, delivery, construction and placement. Ensure that the equipment used in the production and testing of the materials provides accurate and precise measurements in accordance with the applicable Specifications. Maintain a record of all inspections, including but not limited to, date of inspection, results of inspection, and any subsequent corrective actions taken. Make available to the Engineer the inspection records, when requested.

105-1.2.3 Notification of Placing Order: Order materials sufficiently in advance of their incorporation in the work to allow time for sampling, testing and inspection. Notify the Engineer, prior to placing orders for materials.

Submit to the Engineer a fabrication schedule for all items requiring inspection, before or at the preconstruction meeting. These items include any item identified as an item requiring inspection in the Contract Documents. Notify the Engineer at least 30 days before beginning any production and include a production schedule.

PART 2 - ADDITIONAL REQUIREMENTS FOR LUMP SUM PROJECTS

Prepare and submit to the Engineer a project-specific list of material items and quantities to be used on the project as a Job Guide Schedule 21 calendar days prior to commencement of construction. Provide up-to-date quantities for the items on the Job Guide Schedule to the Engineer with each monthly progress estimate. The Owner may not authorize payment of any progress estimate not accompanied by updated Job Guide Schedule quantities. Maintain the Job Guide Schedule throughout the project including the quantity placed since the previous submittal, and total to date quantity and any additional materials placed. Do not commence work activities that require testing until the Job Guide Schedule has been reviewed and accepted by the Engineer. At final acceptance, submit a final Job Guide Schedule that includes all materials used on the project in the same format as the monthly reports.

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PART 3 - QUALITY CONTROL PROGRAM

105-3.1 General: Certain operations require personnel with specific qualifications. Certain materials require production under an approved Quality Control (QC) Plan to ensure that these materials meet the requirements of the Contract Documents. Applicable materials include hot mix asphalt, Portland cement concrete (Structural), earthwork, cementitious materials, timber, steel and miscellaneous metals, galvanized metal products, prestressed and/or precast concrete products and drainage products. For all applicable materials included in the Contract, submit a QC Plan prepared in accordance with the requirements of this Section to the Engineer. Do not incorporate any of these materials into the project prior to the Engineer's approval of the QC Plan.

Steel and Miscellaneous Metal products, including aluminum, are defined as the metal components of bridges, including pedestrian and moveable bridges, overhead and cantilevered sign supports, ladders and platforms, bearings, end wall grates, roadway gratings, drainage items, expansion joints, roadway decking, shear connectors, handrails, galvanized products, fencing, guardrail, light poles, high mast light poles, standard mast arm assemblies and Monotube assemblies, stay in-place forms, casing pipe, strain poles, fasteners, connectors and other hardware.

When accreditation or certification is required, make supporting documents from the two previous inspections performed by the accrediting or certifying agency available to the Engineer upon request.

Obtain Engineer approval prior to beginning production. Meet and maintain the approved Quality Control Program requirements at all times. Production and construction of these products without the Engineer's prior approval of a Quality Control Program may result in rejection of the products. Continued approval will be subject to satisfactory results from Engineer evaluations, including the Independent Assurance program. In cases of non-compliance with the approved Quality Control Program, identify all affected material and do not incorporate or supply to the Owner projects. The following conditions may result in suspension of a Quality Control Program:

- A. Failure to timely supply information required.
- B. Repeated failure of material to meet Standard Specification requirements.
- C. Failure to take immediate corrective action relative to deficiencies in the performance of the Quality Control Program.
- D. Certifying materials that are not produced under an approved Quality Control Program for use on Owner projects.
- E. Failure to correct any deficiencies related to any requirement of the Quality Control Program, having received notice from the Engineer, within the amount of time defined in the notice.

105-3.2 Compliance with the Materials Manual:

Producers of Flexible Pipe shall meet the requirements of Section 6.1, Volume II of the FDOT's Materials Manual, which may be viewed at the following URL: <http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/section61.pdf>.

Producers of Precast Concrete Pipe shall meet the requirements of Section 6.2, Volume II of the FDOT's Materials Manual, which may be viewed at the following URL: <http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/section62.pdf>.

Producers of Precast Concrete Drainage Structures shall meet the requirements of Section 6.3, Volume II of the FDOT's Materials Manual, which may be viewed at the following URL: <http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/section63.pdf>.

Producers of Precast/Prestressed Concrete Products shall meet the requirements of Sections 8.1 and 8.3 of the FDOT's Materials Manual, which may be viewed at the following URLs: <http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/section81.pdf>.  
<http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/section83.pdf>.

Producers of Precast Prestressed Concrete Products using Self Consolidating Concrete shall meet the requirements of Section 8.4, Volume II of the FDOT's Materials Manual, which may be viewed at the following URL:  
<http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/section84.pdf>

Producers of Incidental Precast/Prestressed Concrete Products shall meet the requirements of Section 8.2, Volume II of the FDOT's Materials Manual, which may be viewed at the following URL: <http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/section82.pdf>.

Producers of Portland Cement Concrete shall meet the requirements of Section 9.2, Volume II of the FDOT's Materials Manual, which may be viewed at the following URL: <http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/section92.pdf>.

Producers of Structural Steel and Miscellaneous Metal Components shall meet the requirements of Sections 11.1, 11.2, 11.4 and 11.5 of the FDOT's Materials Manual, which may be viewed at the following URLs:  
<http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/section111.pdf>  
<http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/section112.pdf>  
<http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/files/Section114.pdf>  
<http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/files/Section115.pdf>

105-3.3 Hot Mix Asphalt, Portland Cement Concrete (Structural), Earthwork, Cementitious Materials, Timber, Steel and Miscellaneous Metals, Galvanized Metal Products, Prestressed and/or Precast Concrete Products and Drainage Products Quality

Control Program: Have an accepted Quality Control Program, developed in accordance with this Section, during the production of materials to be used on Department projects.

105-3.4 Prestressed Concrete Quality Control Program: Ensure that prestressed concrete plants participating in the Department's Acceptance Program are qualified.

Obtaining qualification requires a current certification from an Engineer approved precast prestressed concrete plant certification agency and a Engineer approved Quality Control Plan, meeting the requirements of this Section. The list of approved certification agencies is available on the website of the Florida State Materials Office.

105-3.5 Steel and Miscellaneous Metals Quality Control Program: Ensure that the fabricators of Steel and miscellaneous metal products participating in the Department's Quality Control

Acceptance Program are qualified. Obtaining qualification requires an accepted Quality Control Plan, developed in accordance with this Section. A current American Institute for Steel Construction (AISC) certification is a requirement for the Quality Control Acceptance Program of the steel and miscellaneous metal fabricators, provided that AISC certification program is available for the category of the fabrication products.

105-3.6 Quality Control Plan Review and Acceptance: The Engineer will respond to the producer within 21 calendar days of receipt of the proposed Quality Control Program. The Engineer may perform evaluation activities to verify compliance with submitted documents prior to acceptance.

If the Quality Control Program must be revised for any reason, including non-compliance, submit the revision to the Engineer. The Engineer will respond to the producer within 7 calendar days of receipt of the revised Quality Control Program.

105-3.8 Contractor's Quality Control Plan: Have an approved Quality Control Plan meeting the requirements of this Section for the transportation, storage, placement, and other related construction operations required by the Contract Documents.

#### PART 4 - CONTRACTOR CERTIFICATION OF COMPLIANCE

Provide the Engineer with a monthly certification of compliance with the requirements of this Section, to accompany each progress estimate. The Engineer may not authorize payment of any progress estimate not accompanied by an executed certification document.

Final payment will not be made until a final certification summarizing all QC exceptions has been submitted.

#### PART 5 - GUIDELINES FOR DEVELOPMENT OF THE QUALITY CONTROL PLAN

105-5.1 General: Use the following guidelines for developing the QC Plan. Provide detailed policies, methods and procedures to ensure the specified quality of all applicable materials and related production and field operations. Include other items in addition to these guidelines as necessary.

##### 105-5.2 Personnel:

105-5.2.1 Qualifications: Provide the names of certifications and other pertinent certifications held and the expiration dates for each certification for each technician. Include employed and subcontracted technicians.

105-5.2.2 Level of Responsibility: Identify the primary contact for the Engineer. Identify roles and responsibilities of various personnel involved in the QC process.

##### 105-5.3 Raw Materials:

105-5.3.1 Source: Identify the sources of raw materials. Provide locations and plant or mine numbers when applicable.

105-5.3.2 Certification: Describe methods of verifying compliance of certification with the specifications.

105-5.3.3 Disposition of Failing Materials: Describe the system for controlling non-conforming materials, including procedures for identification, isolation and disposition.

105-5.4 Storage Facilities for Raw Materials: Describe measures and methods, including bedding details, for preventing segregation, contamination and degradation. Describe methods of identifying individual materials. Where applicable, submit a site plan showing the locations of various materials.

105-5.5 Production Equipment: Describe calibration frequencies, maintenance schedule and procedures for production equipment.

#### PART 6 - QUALITY CONTROL PLAN SUBMITTAL

Submit the QC Plan to the Engineer for approval within 21 calendar days after the Contract Award. The Engineer will review the QC Plan and respond to the Contractor within 21 calendar days of receipt.

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

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

#### PART 7 - PERSONNEL QUALIFICATIONS

105-7.1 QC Manager: Designate a QC Manager who has full authority to act as the Contractor's agent to institute any and all actions necessary for the successful implementation of the QC Plan. The QC Manager must speak and understand English. The QC Manager must be on-site at the project on a daily basis or always available upon four hours notice to administer the QC Plan. This includes administering, implementing, monitoring, and as necessary, adjusting the processes to ensure compliance with the Contract Documents.

105-7.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all traffic control devices as described in Section 102 and in the Contract Documents.

105-7.3 Flagger: Provide trained flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations as required.

105-7.4 Asphalt Quality Control Personnel:

105-7.4.1 Paving Technicians: For paving operations (with the exception of miscellaneous or temporary asphalt), keep a qualified on the roadway at all times when placing asphalt mix.

105-7.4.2 Mix Designer: Ensure all mix designs are developed by individuals who are qualified as an Asphalt Hot Mix Designer.

END OF SECTION 105

**ITEM 110**  
**CLEARING & GRUBBING AND DEMOLITION**

PART 1 – DESCRIPTION

110-1.1 This item shall consist of clearing & grubbing and demolition, including the disposal of materials, for all areas within the limits designated on the plans.

Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the Engineer is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing by burning or otherwise.

This item shall also consist of the demolishing, removal and disposal of structures, fences, asphalt and concrete pavement, storm drainage pipe and structures, utilities, and all other miscellaneous items as indicated on the plans and in the manner indicated by the instructions supplied on the drawings and in these Specifications or as directed by the Engineer. All structures to be removed shall be removed to their full depth. These items include all associated tasks required to dispose of the facilities intended for demolition, to protect existing facilities which are to remain, and to establish turf in areas disturbed by the demolition activities.

PART 2 – GENERAL REQUIREMENTS

110-2.1 PERMITS AND LICENSES. The Contractor shall obtain all necessary permits and licenses for performing the work and furnish a copy of same to the Engineer prior to commencing the work. Contractor shall comply with the requirements of the permits.

110-2.2 NOTICES. The Contractor shall issue written notices of planned demolition to companies or local authorities owning utility conduit, wires or pipes running to or through the project site. The Contractor shall submit copies of said notices to the Engineer.

110-2.3 UTILITY SERVICES. The Contractor shall notify utility companies or local authorities furnishing gas, water, electrical, telephone or sewer service to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition. The Contractor shall not demolish or remove any existing work that would result in an interruption of any utility service until that service is relocated either by the Contractor or by others as noted on the Plans or directed by the Engineer.

PART 3 – CONSTRUCTION METHODS

110-3.1 GENERAL.

Safety: The Contractor shall provide and maintain temporary safety barriers and other safety and security devices as necessary to protect the public and project personnel from injury due to demolition work. The Contractor shall protect from damage all existing work, equipment and improvements that are to remain and restore all damage caused by the demolition work at no cost to the Owner.



The areas denoted on the plans to be cleared and grubbed shall be staked on the ground by the Engineer. The clearing and grubbing shall be done at a satisfactory distance in advance of the grading operations.

All spoil materials removed by clearing or by clearing and grubbing shall be disposed of by burning, when permitted by local laws, or by removal to approved disposal areas. When burning of material is permitted, it shall be burned under the constant care of competent watchmen so that the surrounding vegetation and other adjacent property will not be jeopardized. Burning shall be done in accordance with all applicable laws, ordinances, and regulations. Before starting any burning operations, the Contractor shall notify the agency having jurisdiction.

As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry which cannot be used in construction, and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the Engineer and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits at his/her own expense, he shall obtain and file with the Engineer, permission in writing from the property owner for the use of private property for this purpose.

If the plans or the specifications require the saving of merchantable timber, the contractor shall trim the limbs and tops from designated trees, saw them into suitable lengths, and make the material available for removal by other agencies.

Any blasting necessary shall be done at the Contractor's responsibility, and the utmost care shall be taken not to endanger life or property.

The removal of existing structure and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated the Contractor shall advise the Engineer who will notify the proper local authority or owner and attempt to secure prompt action.

Salvage: The Contractor shall remove equipment, devices and materials to be salvaged with the minimum amount of damage and store on the site as directed by the Owner. The Contractor shall store salvaged equipment and materials, which can be damaged by the weather in a weather tight building or area on site. The Contractor shall remove from the site any salvaged items that are determined to be of no value to the Owner after removal and Owner's inspection.

### 110-3.2 CLEARING. NOT USED

110-3.3 CLEARING AND GRUBBING. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth are to be made outside of paved areas. In cases where such depth of embankments is to be made, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush projections over 1-1/2 inches (37 mm) in diameter shall be grubbed

out to a depth of at least 18 inches (45 cm) below the finished subgrade or slope elevation.

Any building and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials therefore shall be disposed of either by burning or otherwise removed from the site. The remaining or existing foundations, wells, cesspools, and all like structures shall be destroyed by breaking out or breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material which cannot be used in backfill shall be removed and disposed of. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes, and shall be filled with acceptable material, moistened and properly compacted in layers to the density required in Specification 120. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

#### 110-3.4 PERFORMANCE

- A. General: The Contractor shall completely remove and dispose of existing structures and appurtenances from the site as indicated on Drawings, salvage indicated items and clean up the site after completion of the demolition work. The Contractor shall perform demolition and removal in compliance with applicable laws and ordinances and in such a manner as to avoid hazard to persons and property and to prevent spread of dust and flying particles.
- B. Equipment Removal: Prior to demolition of structures, the Contractor shall remove all mechanical and electrical equipment installed therein and carefully remove all items that are to be salvaged.
- C. Concrete Slabs and Vaults: The Contractor shall remove concrete slabs, foundation walls and concrete vault walls and tops full depth.
- D. Yard Piping and Valves: The Contractor shall remove all yard piping and valves, which are in conflict with proposed work and are not to remain in service. The Contractor shall salvage the valves for the Owner and remove piping and fitting from the property. The Contractor shall either remove from the site at no extra cost to the Owner or cap the ends with suitable fittings and backfill all abandoned yard piping not in conflict with the proposed work.
- E. Pavement Removal: The Contractor shall carefully sawcut through the complete depth of pavement to a neat line along the limits of pavement removal as shown on the Plans or as directed by the Engineer. The Contractor shall then remove the asphalt, concrete, or asphalt/concrete pavement structure full depth including any stabilized or non-stabilized base, being careful not to damage the adjacent or underlying pavement that is to remain. Broken up pavements, masonry and concrete rubble shall be disposed of off property and shall become the property of the Contractor. The Contractor's removal operation shall not cause damage to cables, utility ducts, pipelines, or drainage structures under the pavement. Any damage shall be repaired by the Contractor at no expense to the owner.

- F. Pavement Millings: In pavements areas designated on the drawings for milling of the existing surface, the existing asphalt concrete surface to be milled is of variable thickness (refer to summary of pavement cores in geotechnical report). Depth of milling shall be adjusted to remove entire asphalt concrete surface and scarify the underlying concrete. The Owner shall retain first right of refusal for all asphalt millings resulting from demolition operations on this project.
- G. Backfilling: All excavations caused by pavement, drainage, chiller pipe, valves, valve boxes, structural, and foundation removal or other modifications as required in the plans shall be backfilled with embankment or other suitable material to smooth finished grade or, in areas designated for new construction, finished subgrade elevation. Sod meeting Section 981 shall be provided over all disturbed areas to remain turfed. Placement, compaction and grading of these materials shall not be measured for separate payment, but is considered incidental to demolition.
- H. Asbestos Removal: Asbestos material found to exist in the facilities to be demolished shall be removed and disposed of in accordance with 29 CFR 1926.1101 and 1910.1001.
- I. Modifications:
  - 1. The Contractor shall cut and remove existing work necessary for modifications and installation of new work with a minimum of damage to the work that is to remain. The Contractor shall repair or restore any damage done to existing facilities, which are to remain at no cost to and to the satisfaction of the Owner.
  - 2. The Contractor shall remove on a daily basis all debris created within facilities which are to remain in service during the modification work, and broom clean the floor at the end of each day's operation. The Contractor shall not subject plant operators to hazardous areas while performing their duties to maintain the plant in service.
  - 3. The Contractor shall follow other specific instructions for the modification work given in other sections of these specifications and as shown on the Drawings.

#### 110-3.5 CLEANUP

- A. The Contractor shall clean site to a condition satisfactory to the Engineer, free from demolished materials, rubbish or debris. The Contractor shall grade site to meet adjacent contours and provide flow for surface drainage. All unpaved areas disturbed during construction shall receive topsoil and be seeded or sodded site once graded.
- B. The Contractor shall restore items intended to remain that have been damaged by demolition work at no cost to the Owner.
- C. The Contractor shall return all interrupted utility services to their pre-demolition state and disconnect temporary services, unless otherwise specified.

#### PART 4 – METHOD OF MEASUREMENT

No separate measurement shall be made for Clearing and Grubbing. Payment for this work performed within the limits as shown in the contract drawings shall be at the contract lump sum price for Clearing

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and Grubbing.

No separate measurement shall be made for Miscellaneous Demolition or for pipe or structure removal. Payment for this work performed within the limits as shown in the contract drawings shall be at the contract lump sum price for the demolition items of which it is a part.

PART 5 – BASIS OF PAYMENT

Payment for clearing and grubbing shall be made at the contract lump sum price for Clearing and Grubbing. This price shall be full compensation for removal and disposal of debris off-site and for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment for miscellaneous demolition, including pavement, shall be made at the contract lump sum price for Miscellaneous Demolition. This price shall be full compensation for removal and disposal of debris off-site and for furnishing all materials and for all work associated with including removal, hauling, temporary patching, labor, equipment, tools and incidentals necessary to complete the item.

Payment for pipe and structure removal shall be made at the contract lump sum price for which it is a part. This price shall be full compensation for all work associated with structure removal, including removal, dewatering, hauling off site, temporarily rerouting stormwater during removal, temporary measures to protect/support utilities to remain in place during construction, refurbishment, patching, labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Item 110-1	Clearing and Grubbing – Base Bid	—Lump Sum (LS)
Item 110-2	Miscellaneous Demolition – Base Bid	—Lump Sum (LS)
Item 110-3	30” Pipe and Structure Removal	—Lump Sum (LS)
<del>Item 110-4</del>	<del>Clearing and Grubbing – Bid Alternative #1</del>	<del>—Lump Sum (LS)</del>
<del>Item 110-5</del>	<del>Miscellaneous Demolition – Bid Alternative #1</del>	<del>—Lump Sum (LS)</del>
<del>Item 110-6</del>	<del>24” Pipe and Structure Removal</del>	<del>Lump Sum (LS)</del>
<del>Item 110-7</del>	<del>Clearing and Grubbing – Bid Alternative #2</del>	<del>Lump Sum (LS)</del>

**END OF SECTION 110**

**SECTION 120**  
**EXCAVATION AND EMBANKMENT**

PART 1 - DESCRIPTION

120-1.1 General: Excavate and construct embankments as required for the roadway, ditches, channel changes and borrow material. Use suitable excavated material or authorized borrow to prepare subgrades and foundations. Construct embankments in accordance with Design Standards, Index 505. Compact and dress excavated areas and embankments.

For excavation and backfilling of structures, comply with the requirements of Section 125. Excavate material for clearing and grubbing in accordance with the requirements of Section 110. Material displaced by the storm sewer or drainage structure system is not included in the earthwork quantities shown in the Plans.

120-1.2 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the District Contamination Impact Coordinator (DCIC) who will coordinate selecting and tasking the Department's Contamination Assessment/Remediation Contractor (CAR). Provide access to the potentially contaminated area. Preliminary investigation by the CAR Contractor will determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

The CAR Contractor will delineate the contamination area(s), any staging or holding area required, and, in cooperation with the Prime Contractor and Engineer, develop a work plan that will provide the CAR Contractor's operations schedule with projected completion dates for the final resolution of the contamination issue.

The CAR Contractor will maintain jurisdiction over activities inside any outlined contaminated areas and any associated staging holding areas. The CAR Contractor will be responsible for the health and safety of workers within the delineated areas. Provide continuous access to these areas for the CAR Contractor and representatives of regulatory or enforcement agencies having jurisdiction.

Both Contractors will use the schedule as a basis for planning the completion of both work efforts. The Engineer may grant the Contract Time extensions according to the provisions of 8-7.3.2.

Cooperate with the CAR Contractor to expedite integration of the CAR Contractor's operations into

the construction project. The Prime Contractor is not expected to engage in routine construction activities, such as excavating, grading, or any type of soil manipulation, or any construction processes required if handling of contaminated soil, surface water or ground water is involved. All routine construction activities requiring the handling of contaminated soil, surface water or groundwater will be by the CAR Contractor. Adjustments to quantities or to Contract unit prices will be made according to work additions or reductions on the part of the Prime Contractor in accordance with 4-3.

The Engineer will direct the Prime Contractor when operations may resume in the affected area.

## PART 2 - CLASSIFICATIONS OF EXCAVATION

120-2.1 General: The Department may classify excavation specified under this Section for payment as any of the following: (1) Regular Excavation, (2) Subsoil Excavation, (3) Lateral Ditch Excavation, and (4) Channel Excavation.

If the proposal does not show Subsoil Excavation or Lateral Ditch Excavation as separate items of payment, include such excavation under the item of Regular Excavation.

If the proposal shows Lateral Ditch Excavation as a separate item of payment, but does not show Channel Excavation as a separate item of payment, include such excavation under the item of Lateral Ditch Excavation. Otherwise, include Channel Excavation under the item of Regular Excavation.

120-2.2 Regular Excavation: Regular Excavation includes roadway excavation and borrow excavation, as defined below for each.

120-2.2.1 Roadway Excavation: Roadway Excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

120-2.2.2 Borrow Excavation: Borrow Excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil Excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, consider the finished grading template as the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, consider the finished grading template as the finished shoulder and slope lines and bottom of completed base or rigid pavement. For pond and ditches that identify the placement of a blanket material, consider the finished grading template as the bottom of the blanket material. Subsoil Excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of Subsoil Excavation indicated in

the Plans as being particularly variable, in accordance with the field conditions actually encountered. The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under Embankment or Borrow Excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral Ditch Excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the Plans.

120-2.5 Channel Excavation: Channel Excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

### PART 3 - PRELIMINARY SOILS INVESTIGATIONS

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

### PART 4 - REMOVAL OF UNSUITABLE MATERIALS AND EXISTING ROADS

120-4.1 Subsoil Excavation: Where muck, rock, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the plans as the removal limits, of plus or minus 0.2 feet in depth and plus or minus 6 inches (each side) in width.

120-4.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, plow or scarify the old road, and break it up full width, regardless of height of fill. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.3 Obliterating Old Road: Where the Plans call for obliteration of portions of an old road outside of the proposed new roadway, obliterate such sections of the old road by grading to fill ditches and to restore approximately the original contour of the ground or a contour which produces a pleasing appearance.

### PART 5 - DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL

120-5.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the Plans or, if the Plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-5.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-5. 1, when approved by the Engineer, in rural undeveloped areas, the Contractor may place muck (A-8 material) on the slopes, or store it alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the Contractor dresses the muck to present a neat appearance. In addition, the Contractor may also dispose of this material by placing it on the slopes in developed areas where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the

Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Department, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any State-maintained road. If the materials are buried, disregard the 300 foot limitation.

## PART 6 - BORROW

120-6.1 Materials for Borrow: Do not open borrow pits until the Engineer has approved their location.

Do not provide borrow materials that are polluted as defined in Chapter 376 of the Florida Statutes (oil of any kind and in any form, gasoline, pesticides, ammonia, chlorine, and derivatives thereof, excluding liquefied petroleum gas) in concentrations above any local, State, or Federal standards.

Prior to placing any borrow material that is the product of soil incineration, provide the Engineer with a copy of the Certificate of Materials Recycling and Post Burn Analysis showing that the material is below all allowable pollutant concentrations.

120-6.2 Furnishing of Borrow Areas: To obtain the Engineer's approval to use an off-site construction activity area that involves excavation such as a borrow pit or local aggregate pit, request in writing, a review for - cultural resources involvement. Send the request to the Division of Historical Resources (DHR), Department of State, State Historic Preservation Officer, Tallahassee, FL. As a minimum, include in the request the Project Identification Number, the County, a description of the property with Township, Range, Section, etc., the dimensions of the area to be affected, and a location map. Do not start any work at the off-site construction activity area prior to receiving clearance from the DHR that no additional research is warranted.

For certain locations, the DHR will require a Cultural Resources Assessment Survey before approval can be granted. When this is required, secure professional archaeological services to complete an historical and archaeological survey report. Submit the report to the DHR with a copy to the Department. The Engineer will determine final approval or rejection of off-site construction activity areas based on input from the DHR.



Before receiving approval or before use of borrow areas, obtain written clearance from the engineer concerning compliance with the Federal Endangered Species Act and other Wildlife Regulations as specified in 7-1.4 and Section 4(f) of the USDOT Act as specified in 7- 1.8.

The Department will adjust Contract Time in accordance with 8-7 for any suspension of operations required to comply with this Article. The Department will not accept any monetary claims due to delays or loss of off-site construction activity areas.

Except where the Plans specifically call for the use of a particular borrow or dredging area, the Contractor may substitute borrow or dredging areas of his own choosing provided: (1) the Engineer determines the materials from such areas meet the Department's standards and other requirements for stability for use in the particular sections of the work in which it is to be placed, and (2) the Contractor absorbs any increase in hauling or other costs. Stake the corners of the proposed borrow area and provide the necessary equipment along with an operator in order for the Engineer to investigate the borrow area. The Engineer will determine test locations, collect samples, and perform tests to investigate the proposed borrow area based on soil strata and required soil properties. The Engineer will approve use of materials from the proposed area based on test results and project requirements. Final acceptance of materials will be based on Point of Use Test as described in 6-1.2.4.

Before using any borrow material from any substitute areas, obtain the Engineer's approval, in writing, for the use of the particular areas, and, where applicable, ensure that the Engineer has cross-sectioned the surface. Upon such written approval by the Engineer, consider the substitute areas as designated borrow areas.

When furnishing the dredging or borrow areas, supply the Department with evidence that the necessary permits, rights, or waivers for the use of such areas have been secured.

Do not excavate any part of a Contractor furnished borrow area which is less than 300 feet from the right-of-way of the project or any State Road until the Engineer has approved a plan for landscaping and restoring the disturbed area. Perform this landscaping and land restoration at no expense to the Department, prior to final acceptance of the project. Do not provide a borrow area closer than 25 feet to the right-of-way of any state road. In Department furnished borrow pits, do not excavate material within 5 feet of adjacent property lines.

Upon completion of excavation, neatly shape, dress, grass, vegetate, landscape, and drain all exposed areas including haul roads, as necessary so as not to present an objectionable appearance.

Meet the requirements of Section 104 when furnishing borrow areas, regardless of location.

120-6.3 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Department, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by

others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.5 Authorization for Use of Borrow: When the item of Borrow Excavation is included in the Contract, use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

#### PART 7 - MATERIALS FOR EMBANKMENT

120-7.1 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-7.2 General Requirements for Embankment Materials: Construct embankments of acceptable material including reclaimed asphalt pavement (RAP), reclaimed concrete aggregate (RCA) and portland cement concrete rubble, but containing no muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed. Do not use RAP or RCA in the top 3 feet of slopes and shoulders that are to be grassed or have other type of vegetation established.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with plan details or as the Engineer directs.

Complete the embankment using maximum particle sizes (in any dimension) as follows:

In top 12 inches: 3 1/2 inches (in any dimension). 12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, the Contractor may place larger rocks (not to exceed 18 inches in any dimension) outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Construct grassed embankment areas in accordance with 120-9.2.6. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-7.3 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes,

culverts, and bridge foundations with selected materials.

## PART 8 - EMBANKMENT CONSTRUCTION

120-8.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Perform work in accordance with an approved Quality Control Plan meeting the requirements of 105-3.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, bike/shared use paths, and sidewalks areas, a LOT is defined as 2,000 feet or one Day's Production, whichever is greater.

Isolated compaction operations will be considered as separate LOTS. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

### 120-8.2 Dry Fill Method:

120-8.2.1 General: Construct embankments to meet compaction requirements in Article 120-9 and in accordance with the acceptance program requirements in 120-10. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

120-8.2.1.1 For A-3, and A-2-4 Materials with up to 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-8.2.1.2 For A-1, Plastic materials (As designated in Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

Alternately, for A-1, Plastic material and A-2-4 Materials with greater than 15% fines, construct embankments using thick lift construction in successive layers of not more than 12 inches compacted thickness, after having demonstrated with a successful test section, the possession and control of compacting equipment sufficient to achieve density required by 120-10.2 for the full depth of a thicker lift, and if the Engineer approves the compaction effort. Notify the Engineer prior to beginning construction of a test section.

Construct a test section of the length of one full LOT. Perform five QC tests at random locations within the test section. All five QC tests and a Department Verification test must meet the density required by 120-10.2. Identify the test section with the compaction effort and soil classification in the Density Log Book. In case of a change in compaction effort or soil classification, failing QC test or when the QC tests cannot be verified, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction.

Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6 inch compacted lifts.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or on low swampy ground in accordance with 120-9.2.3.

120-8.2.2 Placing in Unstable Areas: Where depositing the material in water, or on low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.2 and 120-9.2.4.

120-8.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-8.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers.

Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

### 120-8.3 Hydraulic Method:

120-8.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is rehandled, or moved and placed in its final position by any other method, as specified in 120-9.2. The Contractor may use baffles or any form of construction he may select provided the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on

submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-8.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-8.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

#### 120-8.4 Reclaimed Asphalt Pavement (RAP) Method:

120-8.4.1 General: Use only RAP material: 1) stored at facilities with an approved Florida Department of Environmental Protection Stormwater permit; or, 2) transferred directly from a milling project to the Department project. Certify the source if RAP material is from an identifiable Department project. Do not use RAP material in the following areas:

- 1) Construction areas that are below the seasonal high groundwater table elevation;
- 2) MSE Wall backfill;
- 3) Underneath MSE Walls or
- 4) The top 6 inches of embankment.

Prior to placement, submit documentation to the Engineer for his approval, outlining the proposed location of the RAP material.

120-8.4.2 Soil and RAP Mixture: Place the RAP material at the location and spread uniformly, using approved methods to obtain a maximum layer thickness of 4 inches. Mix this 4 inches maximum layer of RAP with a loose soil layer of 8 to 10 inches thickness. After mixing, meet all Embankment Utilization requirements of Index 505 for the location used. Do not mix RAP in the uppermost 12 inches in order to comply with 120-8.2.1. The total RAP and other embankment material shall not exceed 12 inches per lift after mixing and compaction if the contractor can demonstrate that the density of the mixture can be achieved. Perform mixing using rotary tillers or other equipment meeting the approval of the Engineer. The Engineer will determine the order in which to spread the two materials. Mix both materials to the full depth. Ensure that the finished layer will have the thickness and shape required by the typical section. Demonstrate the feasibility of this construction method by successfully completing a 500-foot- long test section. For embankment construction, meet the requirements of 120-8. For compaction requirements of the soil and RAP mixture, meet the requirements of 120-9.

120-8.4.3 Alternate Soil and RAP Layer Construction: Construct soil in 6 to 12 inch compacted lifts and RAP in alternate layers with 6 inch maximum compacted lifts. Use soil with a minimum LBR value of 40 to prevent failure during compaction of the overlying RAP layer. Demonstrate the feasibility of this construction method by successfully completing a 500- foot-long test section. For compaction requirements of both soil and RAP, meet the requirements of 120-9.

## PART 9 - COMPACTION REQUIREMENTS

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

### 120-9.2 Compaction of Embankments:

120-9.2.1 General: Uniformly compact each layer, using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.2 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-8.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.2.

120-9.2.3 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups (see AASHTO M-145), as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.4 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-9.2.5 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-9.2.6 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of 125-9.2.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of 125-9.2.

120-9.4 Compaction of Subgrade: If the Plans do not provide for stabilizing, compact the subgrade (as defined in 1-3) in both cuts and fills, to the density specified in 120-10.2. For undisturbed soils,

do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

## PART 10 - ACCEPTANCE PROGRAM

### 120-10.1 General Requirements:

120-10.1.1 Initial Equipment Comparison: Before initial production, perform a comparison test using the Quality Control, Verifications and Independent Assurance gauges. Unless the Engineer instructs, do not perform the initial equipment comparison more than once per project. When comparing the computed dry density of one nuclear gauge to a second gauge, ensure that the difference between the two computed dry densities does not exceed  $2 \text{ lb/ft}^3$  between gauges from the same manufacturer, and  $3 \text{ lb/ft}^3$  between gauges from different manufacturers. Repair or replace any Quality Control gauge that does not compare favorably with the IA gauge.

Perform a comparison analysis between the Quality Control nuclear gauge and the Verification nuclear gauge any time a nuclear gauge or repaired nuclear gauge is first brought to the project. Repair and replace any Quality Control gauge that does not compare favorably with the Verification gauge at any time during the remainder of the project. Calibrate all Quality Control gauges annually.

120-10.1.2 Initial Production Lot: Before construction of any other LOT, prepare a 500-foot initial control section consisting of one full LOT in accordance with the approved Quality Control Plan for the project. Notify the Engineer at least 24 hours prior to production of the initial control section. Perform all QC tests required in 120-10.1.4. When the initial Quality Control test results pass specifications, the Engineer will perform a Verification test to verify compliance with the specifications. Do not begin constructing another LOT until successfully completing the initial production LOT. The Engineer will notify the Contractor of the initial production lot approval within three working days after receiving the Contractor's Quality Control data when test results meet the following conditions:

Quality Control tests must meet the specifications. Verification test must meet the specifications.

Difference between Quality Control and Verification computed Dry Density results shall meet the requirements of 120-10.1.1.

If Verification test result fails the density requirements of 120-10.2, correct the areas of non-compliance. The Quality Control and Verification tests will then be repeated. The Engineer will reject the Contractor's Quality Control Plan after three unsuccessful Verification attempts. Submit a revised Quality Control Plan to the Engineer for approval.

120-10.1.3 Density over 105%: When a QC computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform an Independent Verification density test within 5 feet. If the Independent Verification density results in a value greater than 105%, the Engineer will investigate the compaction methods, examine the applicable Standard Proctor Maximum Density and material description. The Engineer may collect and test an Independent Verification Standard Proctor Maximum Density sample for acceptance in accordance with the criteria of 120-10.2.

120-10.1.4 Quality Control Tests:

120-10.1.4.1 Standard Proctor Maximum Density Determination: Determine the Quality Control standard Proctor maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.2.

120-10.1.4.2 Density Testing Requirements: Ensure compliance to the requirements of 120-10.2 by Nuclear Density testing in accordance with FM 1-T 238. Determine the in-place moisture content for each density test. Use FM 1-T 238, FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D-4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven) for moisture determination.

120-10.1.4.3 Soil Classification: Perform soil classification tests on the sample collected in 120-10.1.4.1, in accordance with AASHTO T-88. Classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. Unless required by the Engineer, do not test or classify materials for stabilized subgrade or base.

120-10.1.5 Department Verification: The Engineer will conduct a Verification test(s) in order to accept all materials and work associated with 120-10.1.4. The Engineer will verify the Quality Control results if they meet the Verification Comparison Criteria, otherwise the Engineer will implement Resolution procedures.

The Engineer will select test locations, including Station, Offset, and Lift, using a Random Number generator based on the Lots under consideration. Each Verification test evaluates all work represented by the Quality Control testing completed in those LOTS.

In addition to the Verification testing, the Engineer may perform additional Independent Verification (IV) testing. The Engineer will evaluate and act upon the IV test results in the same manner as Verification test results.

When the project requires less than four Quality Control tests per material type, the Engineer reserves the right to accept the materials and work through visual inspection.

120-10.1.6 Reduced Testing Frequency: When no Resolution testing is required for 12 consecutive verified LOTS, or if required, the QC test data was upheld, reduce the QC density testing to one test every two LOTS by identifying the substantiating tests in the Density Log Book and notifying the Engineer in writing prior to starting reduced frequency of testing. Generate random numbers based on the two LOTS under consideration. When Quality Control test frequency is reduced to one every two LOTS, obtain the Engineer's approval to place more than



one LOT over an untested LOT. Assure similar compaction efforts for the untested LOTs. If the Verification test fails, and Quality Control test data is not upheld by Resolution testing, the Quality Control testing will revert to the original frequency of one Quality Control test per LOT. Do not apply reduced testing frequency in construction of shoulder-only areas, bike/shared use paths and sidewalks.

120-10.1.7 Payment for Resolution Tests: If the Resolution laboratory results compare favorably with the Quality Control results, the Department will pay for Resolution testing. No additional compensation, either monetary or time, will be made for the impacts of any such testing.

If the Resolution laboratory results do not compare favorably with the Quality Control results, the costs of the Resolution testing will be deducted from monthly estimates. No additional time will be granted for the impacts of any such testing.

120-10.2 Acceptance Criteria: Obtain a minimum Quality Control (QC) density of 100% of the standard Proctor maximum density as determined by AASHTO T-99, Method C, with the following exceptions: 1) embankment constructed by the hydraulic method as specified in 120-8.3; 2) material placed outside the standard minimum slope as specified in 120-8.2.4; and 3) other areas specifically excluded herein.

120-10.3 Additional Requirements:

120-10.3.1 Frequency: Conduct QC sampling and testing at a minimum frequency listed in the table below. The Engineer will perform Verification sampling and tests at a minimum frequency listed in the table below.

Test Name	Quality Control	Verification	Verification of Shoulder-Only Areas, Bike/Shared Use Paths, and Sidewalks
Standard Proctor	One per soil type	One per soil type	One per soil type
Density	One per LOT	One per four LOTS and for wet conditions, the first lift not affected by	One per two LOTS
Soil Classification	One per Standard Proctor Maximum Density	One per Standard Proctor Maximum Density	One per Standard Proctor Maximum Density

120-10.3.2 Test Selection and Reporting: Determine test locations including Stations and offsets, using the random number generator approved by the Engineer. Do not use note pads or work sheets to record data for later transfer to the Density Log Book. Notify the Engineer upon successful completion of Quality Control testing on each LOT.

120-10.4 Verification Comparison Criteria and Resolution Procedures:

120-10.4.1 Standard Proctor Maximum Density Determination: The Engineer will verify the Quality Control results if the results compare within 4.5 lb/ft<sup>3</sup> of the Verification test result. Otherwise, the Engineer will take one additional sample of material from the soil type in question. The State Materials Office or an AASHTO accredited laboratory designated by the State Materials Office will perform Resolution testing. The material will be sampled and tested in accordance with AASHTO T-99, Method C.

The Engineer will compare the Resolution Test results with the Quality Control test results. If all Resolution Test results are within 4.5 lb/ft<sup>3</sup> of the corresponding Quality Control test results, the Engineer will use the Quality Control test results for material acceptance purposes for each LOT with that soil type. If the Resolution Test result is not within lb/ft<sup>3</sup> of the Contractor's Quality Control test, the Verification Test result will be used for material acceptance purposes.

120-10.4.2 Density Testing: When a Verification or Independent Verification density test fails the Acceptance Criteria, retest the site within a 5 feet radius and the following actions will be taken:

1. If the Quality Control retest meets the Acceptance Criteria and meets the 120-10.1.1 criteria when compared with the Verification or Independent Verification test, the Engineer will accept those LOTs.
2. If the Quality Control retest does not meet the Acceptance Criteria and compares favorably with the Verification or Independent Verification test, rework and retest the LOT. The Engineer will re-verify those LOTs.
3. If the Quality Control retest and the Verification or Independent Verification test do not compare favorably, complete a new comparison analysis as defined in 120-10.1.1. Once acceptable comparison is achieved, retest the LOTs. The Engineer will perform new verification testing. Acceptance testing will not begin on a new LOT until the Contractor has a gauge that meets the comparison requirements. Record Quality Control test results in the density log book on approved Department forms provided by the Engineer. Submit the original, completed density log book to the Engineer at final acceptance.

120-10.4.3 Soil Classification: The Engineer will verify the Quality Control results if the Verification results identify matching soil classifications. Otherwise, the Engineer will take one additional sample of material from the soil type in question. The State Materials Office or an AASHTO accredited laboratory designated by the State Materials Office will perform Resolution testing. The material will be sampled and tested in accordance with AASHTO T-88.

The Engineer will compare the Resolution Test results with the Quality Control test results. If the Resolution test matches the Quality Control classification, the Engineer will use the Quality Control classification for material acceptance purposes. If the Resolution Test result does not match the Contractor's Quality Control classification, the Verification Test result will be used for material acceptance purposes.

#### PART 11 - MAINTENANCE AND PROTECTION OF WORK

While construction is in progress, maintain adequate drainage for the roadbed at all times.

Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair, at no expense to the Department, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Perform maintenance and protection of earthwork construction in accordance with Section 104.

Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the Plans, until final acceptance of the project.

#### PART 12 - CONSTRUCTION

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

#### PART 13 - METHOD OF MEASUREMENT

120-13.1 Excavation/Embankment: There shall be no separate measurement for **Excavation and Embankment**.

120-13.2 Subgrade Preparation: The quantity to be paid for will be the plan quantity, in square yards, of subgrade preparation in place and accepted.

#### PART 14 - BASIS OF PAYMENT

120-14.1 General: Prices and payments for the various work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; maintaining and protecting the complete earthwork; and hauling.

No extra compensation will be provided for any rehandling of materials.

120-14.2 Excavation:

120-14.2.1 Items of Payment: No separate payment shall be made for excavation.

120-14.2.2 Basic Work Included in Payments: Prices and payments will be full compensation for all work described under this Section, except for any excavation, or embankment which is specified to be included for payment under other items. Such prices and payments will include hauling; any rehandling that may be necessary to accomplish final disposal as shown in the Plans; the dressing of shoulders, ditches and slopes; removal of trash, vegetation, etc., from the previously graded roadway where no item for clearing and grubbing is shown in the Plans; and compacting as required.

120-14.2.4 Borrow Excavation: Borrow excavation is included in the contract price and payment for embankment and will also include the cost of furnishing the borrow areas and any necessary clearing and grubbing thereof, the removal of unsuitable material that it is necessary to excavate in order to obtain suitable borrow material, and also the costs incurred in complying with the provisions of this item.

120-14.2.5 Materials Excluded from Payment for the Excavation: No payment as excavation will be made for any excavation covered for payment under the item of embankment.

No payment will be made for any materials which are used for purposes other than those shown in the Plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment:

120-14.3.1 General: Price and payment will be full compensation for all work specified in this Section, including all material for constructing the embankment; all excavating, dredging, pumping, placing and compacting of material for constructing the embankment complete; dressing of the surface of the roadway, maintenance and protection of the completed earthwork, and the removal of rubbish, vegetation, etc., from the roadway, where no clearing and grubbing of the area is specified in the Plans. Also, such price and payment, in each case, will specifically include all costs of any roadway, lateral ditch, or channel excavation, unless such excavation is specifically shown to be paid for separately, regardless of whether the materials are utilized in the embankment.

120-14.3.2 Excluded Material: No payment will be made for the removal of muck or overburden from the dredging or borrow areas. No payment will be made for embankment material used to replace muck or other unsuitable material excavated beyond the lines and grades shown in the Plans or ordered by the Engineer.

120-14.3.3 Clearing and Grubbing: No payment will be made for any clearing and grubbing of the borrow or dredging areas. Where no clearing and grubbing of such areas is specified in the Plans, the cost of any necessary clearing and grubbing will be included in the Contract unit or

lump sum price for Excavation/Embankment.

120-14.3.4 Cost of Permits, Rights, and Waivers: Where the Contractor provides borrow or dredging areas of his own choosing, the cost of securing the necessary permits, rights or waivers will be included in the Contract price for embankment.

120-14.4 Embankment:

120-14.4.1 General: Price and payment will be full compensation for all work specified in this Section.

120-14.5 Payment Items: Payment will be made under:

Item 120-1	Excavation and Embankment – Base Bid	- Lump Sum (LS)
Item 120-2	Subgrade Preparation	- Square Yards (SY)
<del>Item 120-3</del>	<del>Excavation and Embankment – Bid Alternative #1</del>	<del>- Lump Sum (LS)</del>
<del>Item 120-4</del>	<del>Excavation and Embankment – Bid Alternative #2</del>	<del>- Lump Sum (LS)</del>

**END OF SECTION 120**

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**SECTION 125**  
**EXCAVATION FOR STRUCTURES AND PIPE**

**PART 1 – DESCRIPTION**

Excavate for box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures. Construct and remove cofferdams, sheeting, bracing, etc.; pump or otherwise dewater foundations; remove and dispose of any existing structures or portions of structures not covered by other items in the Contract, including foundations, abutments, piers, wings, and all other materials, obstructions, etc., found necessary to clear the site for the proposed work; backfill, dispose of surplus material, and perform final cleaning, as may be necessary for the proper execution of the work. This Section does not include excavation for bases or pavements, curbs, curb and gutter, valley gutter, ditch pavement, or rubble gutter. Perform work in accordance with an approved Quality Control (QC) Plan meeting the requirements of 105-3.

125-1.1 Trench Excavation Safety System and Shoring, Special (Trench Excavation): When performing trench excavation in excess of 5 feet in depth, comply with the Occupational Safety and Health Administration's (OSHA) trench safety standards, 29 CFR, 1926, Subpart P, and all subsequent revisions or updates adopted by the Department of Labor and Employment Security. Ensure that trench boxes are wide enough to accommodate compaction and density testing.

Submission of bid and subsequent execution of the Contract will serve as certification that all trench excavation in excess of 5 feet in depth will be in compliance with Section 553.62, Florida Statutes.

Consider all available geotechnical information available when designing the trench excavation safety system.

Consider these and any more stringent trench safety standards as minimum Contract requirements.

**PART 2 – CLASSIFICATION**

Consider all materials excavated as unclassified and as excavation regardless of the material encountered.

**PART 3 – COFFERDAMS**

125-3.1 Construction:

125-3.1.1 Methods: Construct all foundations by open excavation, and shore, brace, or protect the foundation openings with cofferdams. Provide cofferdams or cribs for foundation construction below the bottom of the footings. Provide sufficient clearance in the cofferdam interiors to permit construction of forms and inspection of their exteriors, and for pumping equipment.

125-3.1.2 Protection of Concrete: Construct cofferdams to protect green concrete against damage from a sudden rising of the water and to prevent damage by erosion. Do not leave timber or bracing in cofferdams or cribs that extend into the substructure masonry except where permitted in writing by the Engineer.

125-3.1.3 Placing in the Dry: For placing footings in the dry, the Engineer may require cofferdam sheeting to be driven to an elevation 6 feet below the elevation of the bottom of the footings and require sufficient pumping equipment to dewater and maintain the cofferdam in a comparatively dry condition.

125-3.1.4 Working Drawings: For substructure work, submit drawings showing the proposed method of cofferdam construction and other details left to choice or not fully shown in the Plans. Obtain the Engineer's approval of the type and clearance of cofferdams, insofar as such details affect the character of the finished work. For other details of design that do not affect the character of the finished work, assume responsibility for the successful construction of the work. Retain a Professional Engineer, registered in the State of Florida, to prepare the above construction drawing, and keep a signed and sealed copy on hand at the site at all times.

125-3.2 Removal: Unless otherwise provided, remove cofferdams or cribs, with all sheeting and bracing, after completion of the substructure without disturbing or marring the finished masonry.

#### PART 4 – EXCAVATION

125-4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

#### 125-4.2 Earth Excavation:

125-4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

125-4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

125-4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating. Compensation will be in accordance with the requirements of 4-3.

125-4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

125-4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 125-8.3.2.2, to a depth of 4 inches below the bottom of the pipe elevation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

#### PART 5 - PRESERVATION OF CHANNEL

125-5.1 General: Unless shown in the Plans, do not excavate outside of caissons, cribs, cofferdams, or sheet piling, and do not disturb the natural stream bed adjacent to the structure. If excavating or dredging at the site of the structure before sinking caissons, cribs, or cofferdams, complete the foundation and backfill all such excavations to the original ground surface or other required elevation, with material satisfactory to the Engineer.

125-5.2 Removal of Excavated Materials: Do not allow materials that are deposited adjacent to the stream area to infiltrate the water areas. Leave the stream in its original condition.

#### PART 6 - DISPOSAL OF SURPLUS

Use suitable excavated materials for backfilling over or around the structure. Dispose of unsuitable materials. Meet the disposal requirements pertaining to water pollution contained in Section 104 and in 7-1.1.

#### PART 7 - PUMPING

Pump from the interior of any foundation enclosure in such manner as to preclude the possibility of any portion of the concrete materials being carried away. Do not pump while placing concrete, or for a period of at least 24 hours thereafter, unless using a suitable pump separated from the concrete work by a watertight wall.

#### PART 8 – BACKFILLING

##### 125-8.1 General Requirements for Structures and Pipe:

125-8.1.1 General: Backfill in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compactive effort is applied. Same compactive effort is defined as the same type of equipment (make and model) making the same number of passes



on both sides of the pipe. For multiple phase backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within trench box each lift of backfill is considered a LOT. Placement of backfill within trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

125-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

125-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure. Use only material accepted by the Engineer.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

125-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown in the Design Standards as the elevation for undercutting of A-7 material.

125-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

125-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes and around box culverts and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if he can demonstrate with a successful test section that density can be achieved. Notify the Engineer prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five QC tests at random locations within the test section. All five tests must meet the density required by 125-9.2 and be verified by the Department. Identify the test section with the compaction effort and soil classification in the Logbook. In case of a change in compaction effort or soil classification, construct a new test section. When a QC test fails the requirements of 125-9.2 or when the QC tests cannot be verified, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

125-8.2 Additional Requirements for Structures Other than Pipe:

125-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before verifying the layer and density requirements. Meet the requirements of 125-9.2.

125-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

125-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 square inches. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

125-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

125-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

125-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

125-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the lowest zone is the bedding zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the bedding zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the cover zone. This zone extends to 12 inches above the top of the pipe. The cover zone and the bedding zone are considered the Soil Envelope for the pipe.

Top Zone: The top zone extends from 12 inches above the top of the pipe to the base or final grade.

125-8.3.2 Material:

125-8.3.2.1 Lowest Zone: Backfill areas undercut below the bedding zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

125-8.3.2.2 Soil Envelope: In both the bedding zone and the cover zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

125-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standards, Index No. 505.

125-8.3.3 Compaction:

125-8.3.3.1 Lowest Zone: Compact the soil in the lowest zone to approximately match the density of the soil in which the trench was cut.

125-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the acceptance criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

125-8.3.3.3 Cover Zone: Before placing the cover zone material, lay pipe according to Section 430. Excavate for pipe bells before laying pipe. Place the material in 6 inch layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of in 125-9.2.

125-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

125-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

The owner will permit the use of granular material below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The owner will permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate as specified in Section 901 for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with a layer of Type D-4 filter fabric, as specified on Design Standards, Index No. 199. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

#### PART 9 - ACCEPTANCE PROGRAM

125-9.1 General Requirements: Meet the requirements of 120-10, except replace the requirements of 120-10.1.6 with 125-9.1.1, 120-10.2 with 125-9.2, 120-10.3 with 125-9.3, and 120-10.4 with 125-10.

125-9.1.1 Reduced Testing Frequency: When no resolution testing is required for six consecutive LOTs, or if required, the QC test data was upheld, reduce the QC density testing to one test every two Lots by identifying the substantiating tests in the Density Log Book and notifying the Engineer in writing prior to starting reduced frequency of testing. Generate random numbers based on the two LOTs under consideration. When QC test frequency is reduced to one every two LOTs, obtain the Engineer's approval to place more than one LOT over an untested LOT. Assure similar compaction efforts for the untested sections. If the Verification test fails, and QC test data is not upheld by Resolution testing the QC testing will revert to the original frequency.

#### 125-9.2 Acceptance Criteria:

125-9.2.1 Density: Obtain a minimum QC density in any LOT of 100% of the Standard Proctor maximum density as determined by AASHTO T99, Method C, or the requirements of 125-8.3.3.1 when applicable. When the cover height below the bottom of base under asphalt pavement, below concrete pavement, or below unpaved ground, exceeds 15 inches, compact the pipe backfill in the cover zone to a density of at least 95% of the Standard Proctor maximum density as determined by AASHTO T99, Method C.

For density requirements around drainage structures, obtain a minimum Quality Control (QC) density in any LOT of 100% of the Standard Proctor maximum density as determined by AASHTO T99 for a distance of one pipe diameter but not less than 3 feet from the outside face of the structure.

125-9.2.2 Exceptions to Structures and Pipe Density Requirements: Compact the backfill to a firmness approximately equal to that of the soil next to the pipe trench in locations outside the plane described by a two (horizontal) to one (vertical) slope downward from the roadway shoulder line or the back of curb as applicable. Apply 125-9.2.1 when compacting side-drain pipe backfill under driveways serving a property that is not a single residential lot.

#### 125-9.3 Additional Requirements:

125-9.3.1 Frequency: Conduct QC Standard Proctor maximum density sampling and testing at a minimum frequency of one test per soil type. The verification test will be at a minimum of one test per soil type:

Test Name	Quality Control	Verification
Standard Proctor Maximum Density	One per soil type	One per soil type
Density	One per LOT	One per four consecutive LOTs and for wet conditions, the first lift not affected by water
Soil Classification	One per Standard Proctor Maximum density	One per Standard Proctor Maximum density

**PART 10 - VERIFICATION COMPARISON CRITERIA AND RESOLUTION PROCEDURES**

125-10.1 Standard Proctor Maximum Density Determination: The Engineer will verify the QC results if the results compare within 4.5 PCF of the verification test result. Otherwise, the Engineer will take one additional sample of material from the soil type in question. The State Materials Office or an AASHTO accredited laboratory designated by the State Materials Office will perform resolution testing. The material will be sampled and tested in accordance with AASHTO T99, Method C.

The Engineer will compare the resolution test result with the QC test results. If the resolution test result is within 4.5 PCF of the corresponding QC test results, the Engineer will use the QC test results for material acceptance purposes for each LOT with that soil type. If the resolution test result is not within 4.5 PCF of the Contractor’s QC test, the verification test result will be used for material acceptance purposes.

125-10.2 Density Testing: When a verification or independent verification density test fails the acceptance criteria, retest the site within a 5 feet radius and the following actions will be taken:

1. If the QC retest meets the acceptance criteria and compares favorably with the verification or independent verification test, the Engineer will accept those LOTs.
2. If the QC retest does not meet the acceptance criteria and compares favorably with the verification or independent verification test, rework and retest the LOT. The Engineer will re-verify those LOTs.
3. If the QC retest and the verification or independent verification test do not compare favorably, complete a new equipment-comparison analysis as defined in 120-10.1.2. Once acceptable comparison is achieved, retest the LOTs. The Engineer will perform new verification testing. Acceptance testing will not begin on a new LOT until the Contractor has a gauge that meets the comparison requirements.

125-10.3 Soil Classification: Meet the requirements of 120-10.4.3.

**PART 11 - SITE RESTORATION**

Wherever the existing site is disturbed solely for the purpose of constructing or removing box culverts, pipe culverts, storm sewers, inlets, manholes, etc., completely replace and restore the site to the Engineer’s satisfaction, without additional compensation.

PART 12 - CLEANING UP

Upon completion of the work, leave the structure and all adjacent areas in a neat and presentable condition, clear up all temporary structures, rubbish and surplus materials and leave the space under the structure unobstructed and in such shape that drift will not collect nor scour or be induced. Pile all material from existing structures that have been removed neatly on the bank, unless otherwise directed by the Engineer. Pull false work piling unless the Engineer permits it to be cut or broken off in which case it will be cut or broken off at least 2 feet below the ground line or stream bed.

PART 13 - METHOD OF MEASUREMENT

No separate measurement shall be made for excavation of structures and pipe.

PART 14 - BASIS OF PAYMENT

125-14.1 When No Direct Payment Provided: When direct payment for excavation for structures is not provided for in the proposal, all work specified in this Section, other than as specified in 125-14.3 through 125-14.7, shall be included in the Contract price for the concrete or for other items covering the applicable structure.

125-14.2 Direct Payment: When direct payment for work under this Section is provided, the Contract price per cubic yard (measured as provided in 125-13), as shown in the proposal, shall be full compensation for all the work specified in this Section, except such work as is specifically stipulated to be paid for separately, in 125-14.3 through 125-14.7.

125-14.3 Excavation Below Plan Grade: When excavation of material below plan grade is called for in the Plans or authorized by the Engineer, and payment for Excavation for Structures is on a cubic yard basis, the material excavated below plan grade will be included in the measurement for this item.

Payment for the material used for the backfill will be made as specified in 125-14.7.

125-14.4 Strengthening Foundations: The work of strengthening the foundations (as provided in 125-4.2) shall be paid for as provided in 4-4, unless such work is covered by a bid item.

125-14.5 Backfilling for Additional Support: The work of providing additional support by backfilling with sand or other satisfactory material, where called for by the Engineer (as specified in 125-8), shall be paid for as provided in 4-4.

125-14.6 Removal and Replacement of Existing Pavement: For pavement, curb, etc., which is removed only in order to construct pipe culverts or storm sewers, as specified in 125-11, all costs of such removal and replacement shall be included in the costs of the pipe or other structure for which it is removed, unless otherwise provided for in the contract.

125-14.7 Removal and Replacement of Material Unsuitable for Backfill: When it cannot reasonably be anticipated from information contained in the Plans, that material excavated for the structure will be unsuitable for use as backfill, and such material proves to be unsuitable for this use, the work of disposing of such material away from the site will be paid for as Unforeseeable Work, and the work of bringing in substitute material for the backfill will be paid for as specified for the particular case shown below:

1. No additional payment will be made for backfill materials obtained from surplus material available from the normal excavation or grading operations.
2. When the necessary material is not available from the normal excavation or grading operations, and the Contract includes an item for borrow excavation, backfill material authorized to be obtained from designated borrow areas will be included in the volume of borrow excavation to be paid for.
3. When the necessary material is not available from the normal excavation or grading operations and no separate item for borrow excavation is included in the Contract, any backfill material obtained by increasing the volume of excavation within the roadway right of way will be measured and paid for as regular excavation subject to the provisions of 9-3.2.2.
4. When authorization is given for obtaining the material from outside the right of way and from other than designated borrow areas, such excavation will be paid for as unforeseeable work.
5. Where pipe bedding is provided, as specified in 125-8, by the use of select granular material, the quantity of such select material obtained either as commercial material or from material from the grading operations other than in the immediate vicinity of the pipe to be bedded, as authorized by the Engineer, will be paid for at the Contract price per cubic yard for select bedding material. No payment for this material will be made for material available from the excavation for the pipe culvert or from other material available from the grading operations at a location not sufficiently remote as to require loading on trucks.

125-14.8 Pay Items: Payment for the work shall be made under:

No separate payment shall be made for Excavation of Structures. Excavation for structures and pipe and dewatering shall be incidental to the structure and pipe installation and removal pay items.

**END OF SECTION 125**

**SECTION 285**  
**OPTIONAL BASE COURSE**

PART 1 – DESCRIPTION

Construct a base course composed of one of the optional materials shown on the typical cross-sections.

PART 2 – MATERIALS

Meet the material requirements as specified in the Section covering the particular type of base to be constructed.

Graded Aggregate .....	Section 204
Asphalt .....	Section 234
Limerock.....	Section 911
Shell Base .....	Section 913
Shell-Rock.....	Section 913A
Cemented Coquina .....	Section 915

PART 3 - SELECTION OF BASE OPTION

The plans will include typical cross-sections indicating the various types of base construction (material and thickness) allowable.

Select one base option as allowed for each typical cross-section shown in the Plans. Only one base option is permitted for each typical cross-section.

Notify the Engineer in writing of the base option selected for each typical cross-section at least 45 calendar days prior to beginning placement of base material.

PART 4 - CONSTRUCTION REQUIREMENTS

Construct the base in accordance with the Section covering the particular type of base to be constructed.

Limerock.....	Section 200
Shell Base .....	Section 200
Shell Rock .....	Section 200
Cemented Coquina .....	Section 200
Graded Aggregate .....	Section 204
Asphalt .....	Section 234

PART 5 - VARIATION IN EARTHWORK QUANTITIES

The Plans will identify the optional materials used by the Department for determining the earthwork quantities (Roadway Excavation, Borrow Excavation, Subsoil Excavation, Subsoil Earthwork, or Embankment). The Department will not revise the quantities, for those items having final pay based on plan quantity, to reflect any volumetric change caused by the Contractor's selection of a different optional material.



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PART 6 - THICKNESS REQUIREMENTS

285-6.1 Measurements: For non-asphalt bases, meet the requirements of 200-7.3.1.2.

For subbases, meet the thickness requirements of 290-4.

The Engineer will determine the thickness of asphalt base courses in accordance with 234-8.1.

285-6.2 Correction of Deficient Areas: For non-asphalt bases, correct all areas of the completed base having a deficiency in thickness in excess of 1/2 inch by scarifying and adding additional base material. As an exception, if authorized by the Engineer, such areas may be left in place without correction and with no payment.

For asphalt bases, correct all areas of deficient thickness in accordance with 234-8.

PART 7 - CALCULATION OF AVERAGE THICKNESS OF BASE

For bases that are not mixed in place, the Engineer will determine the average thickness from the measurements specified in 285-6.1, calculated as follows:

1. When the measured thickness is more than 1/2 inch greater than the design thickness shown on the typical cross-section in the Plans, it will be considered as the design thickness plus 1/2 inch.
2. Average thickness will be calculated per typical cross-section for the entire job as a unit.
3. Any areas of base left in place with no payment will not be included in the calculations.
4. Where it is not possible through borings to distinguish the base materials from the underlying materials, the thickness of the base used in the measurement will be the design thickness.
5. For Superpave asphalt base course, the average spread rate of each course shall be constructed in compliance with 234-8.

PART 8 - METHOD OF MEASUREMENT

The quantity to be paid for will be the plan quantity area in square yards, omitting any areas where under-thickness is in excess of the allowable tolerance as specified in 285-6. The pay area will be the surface area, determined as provided above, adjusted in accordance with the following formula:

$$\text{Pay Area} = \text{Surface Area} \left( \frac{\text{Calculated Average Thickness per 285 - 7}}{\text{Plan Thickness}} \right)$$

The pay area shall not exceed 105% of the surface area.

There will be no adjustment of the pay area on the basis of thickness for base courses constructed utilizing mixed-in-place operations.

For Superpave asphalt base course, the quantity to be paid for will be the plan quantity.

PART 9 - BASIS OF PAYMENT

Price and payment will be full compensation for all work specified in this Section, including tack coat between base layers, prime coat, cover material for prime coat, bituminous material used in bituminous plant mix, and cement used in soil-cement.

Where the Plans include a typical cross-section which requires the construction of an asphalt base only, price adjustments for bituminous material provided for in 9-2.1.2 will apply to that typical cross-section. For typical cross-sections which permit the use of asphalt or other materials for construction of an optional base, price adjustments for bituminous material provided for in 9-2.1.2 will not apply.

Payment will be made under:

Item No. 285-1            8" Crushed Aggregate Base Course            - per square yard (SY)

END SECTION 285

**SECTION 334  
 SUPERPAVE ASPHALT CONCRETE**

**PART 1 – DESCRIPTION**

334-1.1 General: Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

Meet the requirements of Section 320 for plant and equipment. Meet the general construction requirements of Section 330, except as modified herein, including the provision for Quality Control (QC) Plans and QC Systems as specified in Section 105.

334-1.2 Traffic Levels: The requirements for Type SP Asphalt Concrete mixtures are based on the design traffic level of the project, expressed in 18,000 pound Equivalent Single Axle Loads (ESAL's). The five traffic levels are as shown in Table 334-1.

Table 334-1 Superpave Traffic Levels	
Traffic Level	Traffic Level (1x10 <sup>6</sup> ESAL's)
A	<0.3
B	0.3 to <3
C	3 to <10
D	10 to <30
E	≥30

The traffic levels for the project are as specified in the Contract Documents. A Type SP mix one traffic level higher than the traffic level specified in the Contract Documents may be substituted, at no cost to the Department (i.e., Traffic Level B may be substituted for Traffic Level A, etc.).

334-1.3 Gradation Classification: The Superpave mixes are classified as fine and are defined in 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

- Type SP-9.5..... 9.5 mm
- Type SP-12.5..... 12.5 mm
- Type SP-19.0..... 19.0 mm

334-1.4 Thickness: The total thickness of the Type SP asphalt layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate based on the maximum specific gravity of the asphalt mix being used, as well as the minimum density level, as shown in the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{\text{mm}} \times 43.3$$

Where: t = Thickness (in.) (plan thickness or individual layer thickness)

$G_{\text{mm}}$  = Maximum specific gravity from the verified mix design

The weight of the mixture shall be determined as provided in 320-3.2. For target purposes only, spread rate calculations should be rounded to the nearest whole number.

Note: Plan quantities are based on a  $G_{\text{mm}}$  of 2.540, corresponding to a spread rate of 110 lbs/yd<sup>2</sup>-in. Pay quantities will be based on the actual maximum specific gravity of the mix being used.

334-1.4.1 Layer Thicknesses - Fine Mixes: The allowable layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP-9.5.....	1 to 1-1/2 inches
Type SP-12.5.....	1-1/2 to 2-1/2 inches
Type SP-19.0.....	2 to 3-1/2 inches

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

- Type SP-9.5 – Limited to the top two structural layers, two layers maximum.
- Type SP-9.5 – May not be used on Traffic Level D and E applications.
- Type SP-19.0 – May not be used in the final (top) structural layer.

334-1.4.2 Additional Requirements: The following requirements also apply to Type SP Asphalt Concrete mixtures:

1. A minimum 1-1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).
2. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder must be the same and paved in a single pass, unless called for differently in the Contract Documents.
3. All overbuild layers must be fine Type SP Asphalt Concrete designed at the traffic level as stated in the Contract Documents. Use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5.....	3/8 to 2 inches
Type SP-12.5.....	1/2 to 3 inches
Type SP-19.0.....	1-1/2 to 3-1/2 inches

4. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

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PART 2 – MATERIALS

334-2.1 General Requirements: Meet the material requirements specified in Division III. Specific references are as follows:

Superpave PG Asphalt Binder..... Section 916  
Coarse Aggregate ..... Section 901  
Fine Aggregate..... Section 902

334-2.2 Superpave Asphalt Binder: Unless specified otherwise in the Contract Documents, use a PG 67-22 asphalt binder. In addition, meet the requirements of 334-2.3.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General Requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB), or PG 82-22 (PMA) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of the total asphalt binder comes from the RAP material.
2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.
3. Use RAP from a Department approved stockpile or millings from a Department project.
4. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
5. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpiles to verify that this requirement is met.

334-2.3.2 Material Characterization for Mix Design: Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity ( $G_{sb}$ ) of the RAP material based on a representative sampling of the material by roadway cores or stockpile samples. For roadway core samples, assume responsibility for the degradation that will occur during the milling operation.

334-2.3.3 RAP Stockpile Approval: Prior to the incorporation of RAP into the asphalt mixture, stockpile the RAP material and obtain approval for the stockpile by one of the following methods:

1. Continuous stockpile: When RAP is obtained from one or multiple sources and is either processed, blended, or fractionated, and stockpiled in a continuous manner, assure an adequate number of test results are obtained for stockpile approval. Test the RAP material for gradation and asphalt content at a minimum frequency of one sample per 1000 tons with a minimum of six test results. Test the RAP material for  $G_{mm}$  (for  $G_{sb}$  determination) at a minimum frequency of one sample per 5000 tons with a minimum of two test results.

Based on visual inspection and a review of the test data, the Engineer will determine the suitability of the stockpiled material. In addition, address in the QC Plan the details and specifics of the processing, sampling, testing and actions to be taken.

2. Non-continuous single stockpile: When an individual stockpile is being constructed, obtain representative samples at random locations and test the RAP material for gradation and asphalt content at a minimum frequency of one sample per 1000 tons with a minimum of six test results. Test the RAP material for  $G_{mm}$  (for  $G_{sb}$  determination) at a minimum frequency of one sample per 5000 tons with a minimum of two test results. Based on visual inspection and a review of the test data, the Engineer will determine the suitability of the stockpiled material. Once the RAP stockpile has been approved, do not add additional material without prior approval of the Engineer.

Determine the asphalt binder content and gradation of the RAP material in accordance with FM 5-563 and FM 1-T 030, respectively. Establish the  $G_{sb}$  of the RAP material by using one of the following methods:

- a. Calculate the  $G_{sb}$  value based upon the effective specific gravity ( $G_{se}$ ) of the RAP material, determined on the basis of the asphalt binder content and maximum specific gravity ( $G_{mm}$ ) of the RAP material. The Engineer will approve the estimated asphalt binder absorption value used in the calculation.
- b. Measure the  $G_{sb}$  of the RAP aggregate, in accordance with FM 1-T 084 and FM 1-T 085. Obtain the aggregate by using a solvent extraction method.

334-2.3.4 Pavement Coring Report: When the Contract includes milling of the existing asphalt pavement, the Pavement Coring Report may be available on the Department’s website.

334-2.3.5 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. Obtain a sample of the mixture for the Engineer within the first 1,000 tons of production and at a continuing frequency of one sample per 4,000 tons of mix. The Engineer reserves the right to change the asphalt binder type and grade at design based on the characteristics of the RAP asphalt binder, and reserves the right to make changes during production.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
>30	PG 52-28

334-2.4 Recycled Crushed Glass: Recycled crushed glass may be used as a component of the asphalt mixture subject to the following requirements:

1. Consider the recycled crushed glass a local material and meet all requirements specified in 902-6.
2. Limit the amount of recycled crushed glass to a maximum of 15% by weight of total

- aggregate.
3. Use an asphalt binder that contains a minimum of 0.5% anti-stripping agent by weight of binder. The anti-strip additive shall be one of the products listed on the Qualified Products List (QPL). The anti-strip additive shall be introduced into the asphalt binder by the supplier during loading.
  4. Do not use recycled crushed glass in friction course mixtures or in structural course mixtures which are to be used as the final wearing surface.

### PART 3 - GENERAL COMPOSITION OF MIXTURE

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

#### 334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Prior to the production of any asphalt mixture, submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. For Traffic Level B through E mix designs, include representative samples of all component materials, including asphalt binder. Allow the State Materials Engineer a maximum of four weeks to either conditionally verify or reject the mix as designed.

Do not use more than three mix designs per nominal maximum aggregate size per traffic level per binder grade per year, where the year starts at the Notice to Proceed. Exceeding this limitation will result in a maximum Composite Pay Factor (CPF) of 1.00 as defined in 334-8.2 for all designs used beyond this limit.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, if available, is: <http://www.dot.state.fl.us/Specificationsoffice/implemented/URLinSpecs/files/WarmMixAsphalt.pdf>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer will no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M 323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M 323-12, Table 4. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the

primary control sieve and larger than the No. 100 sieve.

334-3.2.3 Aggregate Consensus Properties: For Traffic Level C through E mixtures, meet the following consensus properties at design for the aggregate blend. Aggregate consensus properties do not apply to Traffic Level A and B mixtures.

334-3.2.3.1 Coarse Aggregate Angularity: When tested in accordance with ASTM D 5821-01 (2006), meet the percentage of fractured faces requirements specified in AASHTO M 323-12, Table 5.

334-3.2.3.2 Fine Aggregate Angularity: When tested in accordance with AASHTO T 304-11, Method A, meet the uncompacted void content of fine aggregate specified in AASHTO M 323-12, Table 5.

334-3.2.3.3 Flat and Elongated Particles: When tested in accordance with ASTM D 4791-10, (with the exception that the material passing the 3/8 inch sieve and retained on the No. 4 sieve shall be included), meet the requirements specified in

AASHTO M 323-12, Table 5. Measure the aggregate using the ratio of 5:1, comparing the length (longest dimension) to the thickness (shortest dimension) of the aggregate particles.

334-3.2.3.4 Sand Equivalent: When tested in accordance with AASHTO T 176-08, meet the sand equivalent requirements specified in AASHTO M 323-12, Table 5.

334-3.2.4 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312-12, with the following exception: use the number of gyrations at N<sub>design</sub> as defined in Table 334-3. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312-12.

Table 334-3 Gyratory Compaction Requirements	
Traffic Level	N <sub>design</sub> Number of Gyrations
A	50
B	65
C	75
D	100
E	100

334-3.2.5 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M 323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323-12, Table 6. N<sub>initial</sub> and N<sub>maximum</sub> requirements are not applicable.

334-3.2.6 Moisture Susceptibility:

1. For Traffic Level A and B mixtures, use a liquid anti-strip additive, at a rate of 0.5% by weight of the asphalt binder. The anti-strip additive must be listed on the QPL. Other rates of anti-strip additive may be used upon approval of the Engineer.
2. For Traffic Level C through E mixtures, test 4 inch specimens in accordance with FM 1-T



283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent and/or hydrated lime (meeting the requirements of Section 337) in order to meet these criteria. The anti-strip additive must be listed on the QPL.

334-3.2.7 Additional Information: In addition to the requirements listed above, provide the following information with each proposed mix design submitted for verification:

1. The design traffic level and the design number of gyrations (N<sub>design</sub>).
2. The source and description of the materials to be used.
3. The Department source number and the Department product code of the aggregate components furnished from a Department approved source.
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G<sub>sb</sub>) value for each individual aggregate and RAP component, as identified in the Department’s aggregate control program.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature) in accordance with 320-6.3. Do not exceed a target temperature of 340°F for PG 82-22 (PMA) asphalt binders, 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties achieved at four different asphalt binder contents. One of which must be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the Construction Training Qualification Program (CTQP) Qualified Mix Designer.
11. The ignition oven calibration factor.
12. The warm mix technology, if used.

334-3.3 Mix Design Revisions: During production, the Contractor may request a target value revision to a mix design, subject to meeting the following requirements: (1) the target change falls within the limits defined in Table 334-4, (2) appropriate data exists demonstrating that the mix complies with production air voids specification criteria, and (3) the mixture gradation meets the basic gradation requirements defined in 334-3.2.2.

Table 334-4 Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	± 5.0%
No. 16 sieve	± 4.0%
No. 30 sieve	± 4.0%

No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 1.0%
Asphalt Binder Content <sup>(1)</sup>	± 0.3%
Each Component of Aggregate Blend <sup>(1)</sup>	± 5.0 %
<sup>(1)</sup> Reductions to the asphalt binder content will not be permitted if the VMA during production is lower than 1.0% below the design criteria. <sup>(2)</sup> Revisions to FC-5 mixtures to be determined by the Engineer.	

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

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

**PART 4 - CONTRACTOR PROCESS CONTROL (PC)**

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes. Enter all PC test data into the Department’s Laboratory Information Management System (LIMS) database. The Engineer will not use these test results in the acceptance payment decision.

Address in the QC Plan how PC failures will be handled. When a PC failure occurs, investigate, at a minimum, the production process, testing equipment and/or sampling methods to determine the cause of the failure, and make any necessary changes to assure compliance with these Specifications. Obtain a follow up sample immediately after corrective actions are taken to assess the adequacy of the corrections. In the event the follow-up PC sample also fails to meet Specification requirements, cease production of the asphalt mixture until the problem is adequately resolved to the satisfaction of the QC Manager.

**PART 5 - ACCEPTANCE OF THE MIXTURE**

334-5.1 General: The mixture will be accepted at the plant with respect to gradation (P-8 and P-200), asphalt content (P<sub>b</sub>), and volumetrics (volumetrics is defined as air voids at N<sub>design</sub>). The mixture will be accepted on the roadway with respect to density of roadway cores. Acceptance will be on a LOT by LOT basis (for each mix design) based on tests of random samples obtained within each subplot taken at a frequency of one set of samples per subplot. A roadway LOT and a plant production LOT shall be the same. Acceptance of the mixture will be based on Contractor QC test results that have been verified by the Department.

334-5.1.1 Sampling and Testing Requirements: Obtain the samples in accordance with FM 1-T 168. Obtain samples at the plant of a sufficient quantity to be split into three smaller samples; one for QC, one for Verification testing and one for Resolution testing; each sample at approximately 35 pounds. The split samples for Verification testing and Resolution testing shall

be reduced in size and stored in three boxes each. The approximate size of each box must be 12 inches x 8 inches x 4 inches. Provide, label and safely store sample boxes in a manner agreed upon by the Engineer for future testing.

The asphalt content of the mixture will be determined in accordance with FM 5-563. The gradation of the recovered aggregate will be determined in accordance with FM 1-T 030. Volumetric testing will be in accordance with AASHTO T 312-12 and FM 1-T 209. Prior to testing volumetric samples, condition the test-sized sample for one hour, plus or minus five minutes, at the target roadway compaction temperature in a shallow, flat pan, such that the mixture temperature at the end of the one hour conditioning period is within plus or minus 20°F of the roadway compaction temperature. Test for roadway density in accordance with FM 1-T 166.

334-5.1.2 Acceptance Testing Exceptions: When the total combined quantity of hot mix asphalt for the project, as indicated in the Plans for Type SP and Type FC mixtures only, is less than 2000 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may require the Contractor to run process control tests for informational purposes, as defined in 334-4, or may run independent verification tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate that converts to less than 1 inch as described in 334-1.4. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only per the requirements of 330-7.7. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes or ramps. Do not perform density testing for acceptance in situations where the areas requiring density testing is less than 50 tons within a subplot.

Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer.

Where density testing for acceptance is not required, compact these courses (with the exception of open-graded friction courses) in accordance with the rolling procedure (equipment and pattern) as approved by the Engineer or with Standard Rolling Procedure as specified in 330-7.2. In the event that the rolling procedure deviates from the procedure approved by the Engineer, or the Standard Rolling Procedure, placement of the mix shall be stopped.

The density pay factor (as defined in 334-8.2) for areas not requiring density testing for acceptance will be paid at the same density pay factor as for the areas requiring density testing within the same LOT. If the entire LOT does not require density testing for acceptance, the LOT will be paid at a density pay factor of 1.00.

334-5.2 Full LOTs: Each LOT will be defined (as selected by the Contractor prior to the start of the LOT) as either (1) 2,000 tons, with each LOT subdivided into four equal sublots of 500 tons each, or

(2) 4,000 tons, with each LOT subdivided into four equal sublots of 1,000 tons each. As an exception to this, the initial LOT of all new mix designs shall be defined as 2,000 tons, subdivided into four equal sublots of 500 tons each. Before the beginning of a LOT, the Engineer will develop a random sampling plan for each subplot and direct the Contractor on sample points, based on tonnage, for each subplot during construction.

334-5.3 Partial LOTs: A partial LOT is defined as a LOT size that is less than a full LOT. A partial LOT may occur due to the following:

1. The completion of a given mix type or mix design on a project.
2. Closure of the LOT due to time. LOTs will be closed 30 calendar days after the start of the LOT. Time periods other than 30 calendar days may be used if agreed to by both the Engineer and the Contractor.
3. A LOT is terminated per 334-5.4.4.

All partial LOTs will be evaluated based on the number of tests available, and will not be redefined. If a LOT is closed before the first plant random sample is obtained, then the LOT will be visually accepted by the Engineer and the LOT pay factor will be 1.00.

334-5.4 QC Sampling and Testing: Obtain all samples randomly as directed by the Engineer.

Should the Engineer determine that the QC requirements are not being met or that unsatisfactory results are being obtained, or should any instances of falsification of test data occur, approval of the Contractor's QC Plan will be suspended and production will be stopped.

334-5.4.1 Lost or Missing Verification/Resolution Samples: In the event that any of the Verification and/or Resolution samples that are in the custody of the Contractor are lost, damaged, destroyed, or are otherwise unavailable for testing, the minimum possible pay factor for each quality characteristic as described in 334-8.2 will be applied to the entire LOT in question, unless called for otherwise by the Engineer. Specifically, if the LOT in question has more than two sublots, the pay factor for each quality characteristic will be 0.55. If the LOT has two or less sublots, the pay factor for each quality characteristic will be 0.80. In either event, the material in question will also be evaluated in accordance with 334-5.9.5.

If any of the Verification and/or Resolution samples that are in the custody of the Department are lost, damaged, destroyed or are otherwise unavailable for testing, the corresponding QC test result will be considered verified, and payment will be based upon the Contractor's data.

334-5.4.2 Plant Sampling and Testing Requirements: Obtain one random sample of mix per subplot in accordance with 334-5.1.1 as directed by the Engineer. Test the QC split sample for gradation, asphalt binder content and volumetrics in accordance with 334-5.1.1. Complete all QC testing within one working day from the time the samples were obtained.

334-5.4.3 Roadway Sampling and Testing Requirements: Obtain five 6 inch diameter roadway cores within 24 hours of placement at random locations as directed by the Engineer within each subplot. Test these QC samples for density (Gmb) in accordance with 334-5.1.1. Obtain a minimum of three cores per subplot at random locations as identified by the Engineer in situations where the subplot/LOT was closed or terminated before the random numbers were reached or where it is impractical to cut five cores per subplot. Do not obtain cores any closer

than 12 inches from an unsupported edge. The Engineer may adjust randomly generated core locations for safety purposes or as the Engineer deems necessary. Maintain traffic during the coring operation; core the roadway, patch the core holes (within three days of coring); and trim the cores to the proper thickness prior to density testing.

Density for the subplot shall be based on the average value for the cores cut from the subplot with the target density being the maximum specific gravity ( $G_{mm}$ ) of the subplot. Once the average density of a subplot has been determined, do not retest the samples unless approved by the Engineer. Ensure proper handling and storage of all cores until the LOT in question has been accepted.

334-5.4.4 Individual Test Tolerances for QC Testing: Terminate the LOT if any of the following QC failures occur:

- a. An individual test result of a subplot for air voids does not meet the requirements of Table 334-5,
- b. The average subplot density does not meet the requirements of Table 334-5,
- c. Two consecutive test results within the same LOT for gradation or asphalt binder content do not meet the requirements of Table 334-5.

When a LOT is terminated due to a QC failure, stop production of the mixture until the problem is resolved to the satisfaction of the QC Manager and/or Asphalt Plant Level II technician responsible for the decision to resume production after a QC failure, as identified in 105-8.6.4. In the event that it can be demonstrated that the problem can immediately be or already has been resolved, it will not be necessary to stop production. When a LOT is terminated, make all necessary changes to correct the problem. Do not resume production until appropriate corrections have been made. Inform the Engineer of the problem and corrections made to correct the problem. After resuming production, sample and test the material to verify that the changes have corrected the problem. Summarize this information and provide it to the Engineer prior to the end of the work shift when production resumes.

In the event that a QC failure is not addressed as defined above, the Engineer's approval will be required prior to resuming production after any future QC failures.

Address any material represented by a failing test result in accordance with 334-5.9.5. Any LOT terminated under this subarticle will be limited to a maximum Pay Factor of 1.00 (as defined in 334-8.2) for each quality characteristic.

In the event that a  $G_{mm}$  test result differs by more than 0.040 from the mix design  $G_{mm}$ , investigate the causes of the discrepancy and report the findings and proposed actions to the Engineer.

Table 334-5 Master Production Range	
Characteristic	Tolerance <sup>(1)</sup>
Asphalt Binder Content (%)	Target ±0.55
Passing No. 200 Sieve (%)	Target ±1.50
Air Voids (%) Fine Graded	2.30 – 6.00
Density (minimum % $G_{mm}$ )	90.00
<sup>(1)</sup> Tolerances for sample size of $n = 1$ from the verified mix design	
<sup>(2)</sup> Based on an average of 5 randomly located cores	

334-5.5 Verification Testing: In order to determine the validity of the Contractor’s QC test results prior to their use in the Acceptance decision, the Engineer will run verification tests.

334-5.5.1 Plant Testing: At the completion of each LOT, the Engineer will test a minimum of one Verification split sample randomly selected from the LOT. Results of the testing and analysis for the LOT will be made available to the Contractor within one working day from the time the LOT is completed. Verification samples shall be reheated at the target roadway compaction temperature for 1-1/2 hours, plus or minus 5 minutes, reduced to the appropriate testing size, and conditioned and tested as described in 334-5.1.1. In lieu of the 1-1/2 hours reheating procedure, the mixture may be reheated to within plus or minus 20°F of the roadway compaction temperature using a microwave oven. Stir the mixture as necessary during the reheating process to maintain temperature uniformity. Subsequently, condition and test the mixture as described in 334-5.1.1.

The Verification test results will be compared with the QC test results based on the between-laboratory precision values shown in Table 334-6.

Table 334-6 Between-Laboratory Precision Values	
Property	Maximum Difference
$G_{mm}$	0.016
$G_{mb}$ (gyratory compacted samples)	0.022
$G_{mb}$ (roadway cores)	0.015
$P_b$	0.44%
P-200	FM 1-T 030 (Figure 2)
$P_{-8}$	FM 1-T 030 (Figure 2)

If all of the specified mix characteristics compare favorably, then the LOT will be accepted, with payment based on the Contractor’s QC test data for the LOT.

If any of the results do not compare favorably, then the Resolution samples from the LOT will be sent to the Resolution laboratory for testing, as described in 334- 5.6.

334-5.5.2 Roadway Testing: At the completion of each LOT, the Engineer will determine the density ( $G_{mb}$ ) of each core (previously tested by QC) as described in 334-5.1.1 from the same subplot as the plant samples. For situations where roadway density is not required for the random subplot chosen, then another subplot shall be randomly chosen for roadway density cores

only. Results of the testing and analysis for the LOT will be made available to the Contractor within one working day from the time the LOT is completed.

The individual Verification test results will be compared with individual QC test results by the Engineer based on the between-laboratory precision values given in Table 334-6.

If each of the core test results compare favorably, then the LOT will be accepted with respect to density, with payment based on the Contractor's QC test data for the LOT.

If any of the results do not compare favorably, then the core samples from the LOT will be sent to the Resolution laboratory for testing as specified in 334-5.6.

#### 334-5.6 Resolution System:

334-5.6.1 Plant Samples: In the event of an unfavorable comparison between the Contractor's QC test results and the Engineer's Verification test results on any of the properties identified in Table 334-6, the Resolution laboratory will test all of the split samples from the LOT for only the property (or properties) in question. Resolution samples shall be reheated at the target roadway compaction temperature for 1-1/2 hours, plus or minus 5 minutes, reduced to the appropriate testing size, and conditioned and tested as described in 334-5.1.1. In lieu of the 1- 1/2 hours reheating procedure, the mixture may be reheated to within plus or minus 20°F of the roadway compaction temperature using a microwave oven. Stir the mixture as necessary during the reheating process to maintain temperature uniformity. Subsequently, condition and test the mixture as described in 334-5.1.1.

334-5.6.2 Roadway Samples: In the event of an unfavorable comparison between the Contractor's QC test data and the Engineer's Verification test data on the density results, the Resolution laboratory will test all of the cores from the LOT. Testing will be as described in 334-5.1.1. Any damaged roadway cores will not be included in the evaluation; replace damaged cores with additional cores at the direction of the Engineer.

334-5.6.3 Resolution Determination: The Resolution test results (for the property or properties in question) will be compared with the QC test results based on the between-laboratory precision values shown in Table 334-6.

If the Resolution laboratory results compare favorably with all of the QC results, then acceptance and payment for the LOT will be based on the QC results, and the Department will bear the costs associated with Resolution testing. No additional compensation, either monetary or time, will be made for the impacts of any such testing.

If the Resolution laboratory results do not compare favorably with all of the QC results, then acceptance and payment for the LOT will be based on the Resolution test data for the LOT, and the costs of the Resolution testing will be deducted from monthly estimates. No additional time will be granted for the impacts of any such testing. In addition, in the event that the application of the Resolution test data results in a failure to meet the requirements of Table 334-5, address any material represented by the failing test result in accordance with 334-5.9.5.

In the event of an unfavorable comparison between the Resolution test results and QC test results, make the necessary adjustments to assure that future comparisons are favorable.

334-5.7 Independent Verification (IV) Testing:

334-5.7.1 Plant: The Contractor shall provide sample boxes and take samples as directed by the Engineer for IV testing. Obtain enough material for three complete sets of tests (two samples for IV testing by the Engineer and one sample for testing by the Contractor). If agreed upon by both the Engineer and the Contractor, only one sample for IV testing by the Engineer may be obtained. IV samples will be reheated at the target roadway compaction temperature for 1-1/2 hours, plus or minus 5 minutes, reduced to the appropriate testing size, and conditioned and tested as described in 334-5.1.1. The Contractor's split sample, if tested immediately after sampling, shall be reduced to the appropriate testing size, and conditioned and tested as described in 334-5.1.1. If the Contractor's sample is not tested immediately after sampling, then the sample shall be reheated at the target roadway compaction temperature for 1- 1/2 hours, plus or minus 5 minutes, reduced to the appropriate testing size, and conditioned and tested as described in 334-5.1.1. For the IV and Contractor's samples, in lieu of the 1-1/2 hours reheating procedure, the mixture may be reheated to within plus or minus 20°F of the roadway compaction temperature using a microwave oven. Stir the mixture as necessary during the reheating process to maintain temperature uniformity. Subsequently, condition and test the mixture as described in 334-5.1.1. The Contractor's test results shall be provided to the Engineer within one working day from the time the sample was obtained.

If any of the IV test results do not meet the requirements of Table 334-5, then a comparison of the IV test results and the Contractor's test results, if available, will be made. If a comparison of the IV test results and the Contractor's test results meets the precision values of Table 334-6 for the material properties in question, or if the Contractor's test results are not available, then the IV test results are considered verified and the Contractor shall cease production of the asphalt mixture until the problem is adequately resolved (to the satisfaction of the Engineer), unless it can be demonstrated to the satisfaction of the Engineer that the problem can immediately be (or already has been) resolved. Address any material represented by the failing test results in accordance with 334-5.9.5.

If a comparison of the IV test results and the Contractor's test results does not meet the precision values of Table 334-6 for the material properties in question, then the second IV sample shall be tested by the Engineer for the material properties in question. If a comparison between the first and second IV test results does not meet the precision values of Table 334-6 for the material properties in question, then the first IV test results are considered unverified for the material properties in question and no action shall be taken.

If a comparison between the first and second IV test results meets the precision values of Table 334-6 for the material properties in question, then the first IV sample is considered verified and the Contractor shall cease production of the asphalt mixture until the problem is adequately resolved (to the satisfaction of the Engineer), unless it can be demonstrated to the satisfaction of the Engineer that the problem can immediately be (or already has been) resolved. Address any material represented by the failing test results in accordance with 334-5.9.5.

The Engineer has the option to use the IV sample for comparison testing as specified in 334-6.

334-5.7.2 Roadway: Obtain five 6 inch diameter roadway cores within 24 hours of placement, as directed by the Engineer, for IV testing. In situations where it is impractical to cut five cores per subplot, obtain a minimum of three cores per subplot at random locations, as identified by the



Engineer. These independent cores will be obtained from the same LOTs and sublots as the Independent Verification Plant samples, or as directed by the Engineer. The density of these cores will be obtained as described in 334-5.1.1. If the average of the results for the subplot does not meet the requirements of Table 334-5 for density, then a comparison of the IV  $G_{mm}$  test results and the Contractor's  $G_{mm}$  test results, if available, will be made in accordance with the procedure provided in 334-5.7.1. Address any material represented by the failing test results in accordance with 334-5.9.5.

334-5.8 Surface Tolerance: The asphalt mixture will be accepted on the roadway with respect to surface tolerance in accordance with the applicable requirements of 330-9.

334-5.9 Minimum Acceptable Quality Levels:

334-5.9.1 CPFs Below 0.90: In the event that an individual pay factor for any quality characteristic of a LOT falls below 0.90, take steps to correct the situation and report the actions to the Engineer. In the event that the pay factor for the same quality characteristic for two consecutive LOTs is below 0.90, cease production of the asphalt mixture until the problem is adequately resolved (to the satisfaction of the Engineer), unless it can be demonstrated to the satisfaction of the Engineer that the problem can immediately be (or already has been) resolved. Actions taken must be approved by the Engineer before production resumes.

334-5.9.2 CPFs Less Than 0.90 and Greater Than or Equal to 0.80: If the composite pay factor for the LOT is less than 0.90 and greater than or equal to 0.80, cease production of the asphalt mixture until the problem is adequately resolved (to the satisfaction of the Engineer), unless it can be demonstrated to the satisfaction of the Engineer that the problem can immediately be (or already has been) resolved. Actions taken must be approved by the Engineer before production resumes.

334-5.9.3 CPFs Less Than 0.80 and Greater Than or Equal to 0.75: If the CPF for the LOT is less than 0.80 and greater than or equal to 0.75, address the defective material in accordance with 334-5.9.5.

334-5.9.4 CPFs Less Than 0.75: If the CPF for the LOT is less than 0.75, remove and replace the defective LOT at no cost to the Department, or as approved by the Engineer.

334-5.9.5 Defective Material: Assume responsibility for removing and replacing all defective material placed on the project, at no cost to the Department.

As an exception to the above and upon approval of the Engineer, obtain an engineering analysis by an independent laboratory (as approved by the Engineer) to determine the disposition of the material. The engineering analysis must be signed and sealed by a Professional Engineer licensed in the State of Florida.

The Engineer may determine that an engineering analysis is not necessary or may perform an engineering analysis to determine the disposition of the material.

Any material that remains in place will be accepted with a CPF as determined by 334-8, or as determined by the Engineer.

If the defective material is due to a gradation, asphalt binder content or density failure, upon the approval of the Engineer the Contractor may perform delineation tests on roadway cores in lieu of an engineering analysis to determine the limits of the defective material that may require removal and replacement. Prior to any delineation testing, all sampling locations shall be approved by the Engineer. All delineation sampling and testing shall be monitored and verified by the Engineer. For materials that are defective due to air voids, an engineering analysis is required.

When evaluating defective material by engineering analysis or delineation testing, at a minimum, evaluate all material located between passing QC, PC or IV test results. Exceptions to this requirement shall be approved by the Engineer.

#### PART 6 - COMPARISON TESTING

At the start of the project (unless waived by the Engineer) and at other times as determined necessary by the Engineer, provide split samples for comparison testing with the Engineer. The purpose of these tests is to verify that the testing equipment is functioning properly and that the testing procedures are being performed correctly. In the event that the Engineer determines that there is a problem with the Contractor's testing equipment and/or testing procedures, immediately correct the problem to the Engineer's satisfaction. In the event that the problem is not immediately corrected, cease production of the asphalt mixture until the problem is adequately resolved to the satisfaction of the Engineer.

If so agreed to by both the Contractor and the Engineer, the split sample used for comparison testing may also be used for the QC sample. The split sample used for comparison testing must also meet the requirements for IV testing described in 334-5.7.

#### PART 7 - METHOD OF MEASUREMENT

For the work specified under this Section (including the pertinent provisions of Sections 320 and 330), the quantity to be paid for will be the weight of the mixture, in tons. The pay quantity will be based on the project average spread rate, excluding overbuild, limited to a maximum of 105% of the spread rate determined in accordance with 334-1.4 or as set by the Engineer. The project average spread rate is calculated by totaling the arithmetic mean of the average daily spread rate values for each layer.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as directed in 300-8. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix. For the calculation of unit price adjustments of bituminous material, the average asphalt content will be based on the percentage specified in 9-2.1.2. The weight will be determined as provided in 320-3.2 (including the provisions for the automatic recordation system).

Prepare a Certification of Quantities, using the Department's current approved form, for the certified Superpave asphalt concrete pay item. Submit this certification to the Engineer no later than Twelve O'clock noon Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of asphalt produced and accepted on the roadway per Contract. The certification must include the Contract Number, FPID Number, Certification Number, Certification Date, period represented by Certification and the tons produced for each asphalt pay item.

#### PART 8 - BASIS OF PAYMENT

334-8.1 General: Price and payment will be full compensation for all the work specified under this

Section (including the applicable requirements of Sections 320 and 330).

For materials accepted in accordance with 334-5, based upon the quality of the material, a pay adjustment will be applied to the bid price of the material as determined on a LOT by LOT basis. The pay adjustment will be assessed by calculating a Pay Factor for the following individual quality characteristics: pavement density, air voids, asphalt binder content, and the percentage passing the No. 200 and No. 8 sieves. The pay adjustment will be computed by multiplying a CPF for the LOT by the bid price per ton. Perform all calculations using the latest version of the Department’s Asphalt Plant Worksheet.

334-8.2 Pay Factors:

334-8.2.1 Partial LOTs: For Partial LOTs where no random sample is obtained due to insufficient tonnage, a CPF of 1.00 shall be applied.

334-8.2.2 Two or Less Sublot Test Results: In the event that two or less sublot test results are available for a LOT, Pay Factors will be determined based on the Small Quantity Pay Table. The Small Quantity Pay Table and Pay Factor calculations are determined in accordance with the instructions contained within the Department’s Asphalt Plant Worksheet.

334-8.2.3 Three or More Sublot Test Results: When three or more sublot test results are available for a LOT, the variability-unknown, standard deviation method will be used to determine the estimated percentage of the LOT that is within the specification limits shown in Table 334-7. The Percent Within Limits (PWL) is determined in accordance with the instructions contained within the Department’s Asphalt Plant Worksheet.

Table 334-7 Specification Limits	
Quality Characteristic	Specification Limits
Passing No. 8 sieve (%)	Target ± 3.1
Passing No. 200 sieve (%)	Target ± 1.0
Asphalt Content (%)	Target ± 0.40
Air Voids (%)	4.00 ± 1.20
Density (% of G <sub>mm</sub> ):	93.00 + 2.00, - 1.20 <sup>(1)</sup>

Note (1): If the Engineer (or Contract Documents) limits compaction to the static mode only, or for all one-inch thick lifts, compaction shall be in the static mode. No vibratory mode in the vertical direction will be allowed. Other vibratory modes will be allowed, if approved by the Engineer. In either case, the specification limits will be as follows: 92.00 + 3.00, -1.20% of G<sub>mm</sub>. No additional compensation, cost or time, shall be made.

334-8.2.3.1 Pay Factors (PF): Pay Factors will be calculated by using the following equation:

$$\text{Pay Factor} = (55 + 0.5 \times \text{PWL}) / 100$$

The PWL is determined in accordance with the instructions contained within the Department’s Asphalt Plant Worksheet.

334-8.3 Composite Pay Factor (CPF): A CPF for the LOT will be calculated based on the individual PFs



**SECTION 410**  
**PRECAST CONCRETE BOX CULVERT**

PART 1 – DESCRIPTION

Obtain precast box culverts from a plant that is currently on the Department’s list of Producers with Accepted Quality Control Programs. Producers seeking inclusion on the list shall meet the requirements of 105-3.

Provide precast four-sided concrete box culverts as an alternative to the structure shown in the Contract Documents. Only monolithic segments, or two-piece segments with three-sided bottom sections and a simple support top slab section, are permitted. Two-piece segments are limited to installations with a minimum of two feet fill height above the top slab.

Construct headwalls, wingwalls and other special features using cast-in-place concrete. Precast wingwalls, cut-off walls or headwalls are not permitted unless otherwise noted in the Contract Documents.

At the beginning of each project, provide a notarized statement to the Engineer from a company designated representative certifying that the plant will manufacture the products in accordance with the requirements set forth in the Contract Documents and plant’s approved Quality Control (QC) Plan. The QC Manager’s stamp on each product indicates certification that the product was fabricated in conformance with the Contractor’s QC Plan, the Contract, and this Section. Ensure that each shipment of precast concrete products to the project site is accompanied with a QC signed or stamped delivery ticket providing the description and the list of the products.

PART 2 – MATERIALS

Ensure that the materials used for the construction of precast box culverts have certification statements from each source, showing that they meet the applicable requirements of the following:

Portland Cement Concrete .....	Section 346
Reinforcing Steel.....	Section 415
Precast Concrete Drainage Products.....	Section 449
Wire for Site Cage Machines ASTM A82, ASTM A496 or ASTM A615 Coarse Aggregate* .....	Section 901
Fine Aggregate* .....	Section 902
Curing Materials for Concrete .....	Section 925
Materials For Concrete Repair .....	Section 930
Non-Shrink Grout.....	Section 934
Joint Materials. ASTM C443, ASTM C877 or ASTM C990 Geotextile Fabrics .....	Section 985

\* The gradation requirements of aggregates are not applicable when using dry-cast concrete.

\*\* Use products listed on the Department’s Qualified Products List (QPL).

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PART 3 - MATERIALS ACCEPTANCE AND TESTING OF PRECAST BOX CULVERTS

410-3.1 General: Meet the requirements of Section 346, except as modified herein: Prepare, cure, and test the test cylinders in accordance with ASTM C31 and ASTM C39 test methods. Follow the alternative method of compaction, in accordance with ASTM C497, if the consistency of concrete is too stiff for compaction by rodding or internal vibrations. Expose shipping strength test cylinders to the same curing conditions as the precast concrete box sections.

Perform all concrete quality control testing and inspections in accordance with 346-9.2.

For training and other qualifications meet the requirements of Section 105. Test all QC samples for compressive strength in a laboratory meeting the requirements of Section 105.

410-3.2 Quality Assurance Inspection and Testing: The Engineer will perform periodic inspections, sampling, and testing to ensure of the quality and acceptability of the materials, methods, techniques, procedures and processes being utilized by the manufacturing facility in the fabrication of precast concrete box culverts.

410-3.3 Special Requirements for Dry-Cast Concrete: Dry-cast concrete is defined as a very low slump concrete that requires continuous and intense vibration to compact the concrete, enabling immediate removal of the side forms without detrimental effects to the concrete when used in a dry-cast manufacturing process.

The target slump and air content ranges of Section 346 – Table 2 and the plastic property tolerances of Section 346 – Table 6 are not applicable to dry-cast concrete.

Perform absorption tests on specimens from each LOT of dry-cast production in accordance with the test methods in ASTM C497. The absorption of each specimen must not exceed 9.0 percent of the dry mass for Test Method A procedure or 8.5 percent for Test Method B procedure. All specimens must be free of visible cracks and must represent the full thickness of the product. Test specimens after 28 days of standard curing, or prior to the date of shipping if the precast box sections are to be shipped before the completion of the 28 day curing period.

Core three specimens for Test Method B in accordance with ASTM C42 and meet the sampling location and size requirements of ASTM C497. Prepare or core a minimum of one specimen for Test Method A in accordance with the test cylinder requirements of ASTM C497. When the initial absorption specimen from a concrete box section fails to conform to this Specification, the absorption test may be made on another specimen from the same box section and the results of the retest may be substituted for the original test results for acceptance of the LOT. The manufacturer may test each box section within a LOT and cull the box sections not meeting absorption requirements marking them as deficient with waterproof paint or other approved means. Deficient box sections must not be shipped to the project site. Reduce the frequency of absorption tests to one test every five LOTs when the results of five consecutive LOTs meet the specified limit.

PART 4 - DESIGN OF PRECAST CONCRETE BOX SECTIONS

410-4.1 General: In lieu of a cast-in-place concrete box section or if specified in the Contract

Documents, provide precast box culverts in accordance with Design Standards Index No. 291 and the following:

Segment lengths must be between 4 feet and 16 feet. Short-side wall lengths for end segments of skewed culverts, may be less than 4 feet when approved by the Engineer.

Provide tongue and groove joints at the ends of segments. For two-piece box culvert segments, provide keyed joints for the top slab-to-wall connection to prevent lateral displacement at the top of the walls, and double-sided tongue and groove joints in the bottom slab to minimize differential settlement between segments. Alternate methods to prevent differential settlement may be used when included in the Contract Documents or approved by the Engineer. Concrete cover at the joints may be reduced from the nominal cover shown in the Contract Documents, in accordance with the Design Standards, but not less than 1 inch clear to the ends or inside mating surfaces of the joints or 1-1/2 inches clear to the outside surface of the joint for slightly and moderately aggressive environments, or 2 inches clear to the outside surface for extremely aggressive environments.

Meet one of the following design options:

410-4.1.1 Equivalent to Cast-In-Place Designs: Provide precast box segments identical to the plan details, including reinforcing steel grade, sizes and spacings, concrete cover, concrete class, and slab and wall dimensions. Reinforcing bar sizes and spacings may be reduced provided the equivalent area of reinforcing is provided in each layer. Haunch dimensions may be increased with the approval of the Engineer, but not greater than 8 inches for box culverts with internal spans less than 6 feet, or 12 inches for box culverts with larger internal spans.

410-4.1.2 Standard Precast Designs: Provide precast box segments in accordance with Design Standards Index No. 292 with the same hydraulic opening, fill height and reinforcing steel cover as shown in the plans, for the most critical design loading combination. Perform a bridge load rating in accordance with the Structures Design Guidelines, for any multiple barrel culverts with a total span equal to or greater than 20 feet, when measured between the inside face of end supports, along the centerline of the roadway crossing.

410-4.1.3 Modified or Special Designs: Provide Modified Designs which differ from the standard precast designs in 410-4.1.2 with modifications to the wall and slab thickness, or haunch dimensions. Provide Special Designs for sizes, elements and loads other than those referenced in 410-4.1.2. Redesign box culverts using the same AASHTO design specification, live load, hydraulic opening, fill height, minimum concrete class and concrete cover as shown in the Contract Documents. Special Designs will be required for all two-piece concrete box culvert segments. Provide a minimum member thickness not less than 75% of the thickness of the corresponding member of an equivalent Index No. 292 box culvert, but not less than 7 inches for culverts with 2 inch concrete cover or 8 inches for 3 inch concrete cover. Perform a bridge load rating in accordance with the Structures Design Guidelines, for any redesign with a total span equal to or greater than 20 feet, when measure between the inside face of end supports, along the centerline of the roadway crossing.

410-4.2 Design Submittals: Submit shop drawings for all design options in accordance with 410-12. Submit design calculations, revised plans and load rating when required for approval in accordance with Section 5 for Modified or Special Designs. Ensure that a Specialty Engineer performs the design

for Modified Designs of the box culvert and signs and seals the calculations.

Ensure that the Contractor's Engineer of Record performs any bridge load rating and the design for any Special Designs and signs and seals the revised plans, calculations and load rating.

#### PART 5 - OTHER ELEMENTS OF A PRECAST BOX CULVERT SYSTEM

Extend reinforcing from precast sections to provide adequate splice lengths or utilize a mechanical rebar splicing system listed on the Department's Qualified Products List (QPL) for securing reinforcing dowels for headwalls, toe walls and wingwalls.

Cast all elements of the headwalls and wingwalls (footing and stem) in-place, unless otherwise noted in the Contract Documents. Cast all cut-off or toe walls for precast box end segments in-place only. Extend the depth of cut-off or toe walls an additional 6 inches with the limits of the bedding material. Bedding material and compaction requirements for wingwalls are the same as required for precast box sections, except that the granular material may be placed to the inside edge of the toe wall, unless otherwise specified in the Contract Documents. Bedding material is not required for cast-in-place wingwall footings.

All requirements of Section 400 and Section 415 apply to the fabrication of these elements. Backfill the locations behind the walls in accordance with the requirements of Section 125.

#### PART 6 – FABRICATION

410-6.1 Casting: Cast precast elements in unyielding beds and forms. Ensure bearing surfaces in casting forms are level and straight, and vertical surfaces are plumb prior to casting. Ensure surfaces within the forms against which concrete will be cast, are clean and free from rust and hardened residual concrete. Provide full concrete cover clearance to all form wires and other miscellaneous pieces of metal, except as permitted by Section 415. Bend all tie wires away from the form surface to provide maximum concrete cover. Provide inserts and lifting devices in accordance with 450-9.2.1.

410-6.2 Surface Finish: Finish the precast elements in accordance with 400-15.1.

410-6.3 Curing: Perform the curing by any method prescribed in Sections 400 and 450, or by any other Department approved alternate curing method included in the approved QC Plan, or combinations thereof that have provided satisfactory results.

410-6.4 Fabrication Tolerances:

410-6.4.1 Internal Dimensions: Ensure the internal dimensions do not vary more than 1% from the design dimensions, with a maximum of 3/4 inch. Ensure the haunch dimensions do not vary more than 1/4 inch from the design dimensions.

410-6.4.2 Slab and Wall Thickness: Ensure the slab and wall thickness are not be less than that shown in the plans or approved shop drawings by more than 5 percent or 3/16 inch, whichever is greater. A thickness more than that required in the design will not be a cause for rejection although payment will be for plan quantity only.



410-6.4.3 Length of Opposite Surfaces: Ensure the variations in laying lengths of two opposite surfaces of the box section are not more than 1/8 inch per foot of clear span, with a maximum of 5/8 inches for precast boxes with a clear span of up to 7 feet and a maximum of 3/4 inches for boxes with a clear span greater than 7 feet. The exception to this is when beveled ends, for the purpose of laying curves, or skewed ends are specified by the Engineer.

410-6.4.4 Length of Section: Ensure the under run in length of sections is not more than 1/8 inch per foot of length with a maximum of 1/2 inches in any box section.

410-6.4.5 Tongue and Groove Joints or Ends: Ensure the planes formed by the ends of box sections do not vary perpendicular from the joint axis by more than the following:

1. Profiled Rubber Gasket Joints (ASTM C1677): 1/8 inch per foot of internal span with a maximum 5/8 inches for internal spans or heights less than or equal to 7 feet, and a maximum of 3/4 inches for internal spans greater than 7 feet.
2. Preformed Flexible Joints (ASTM C990): 1/4 inches for internal spans or heights less than 5 feet, or more than 3/8 inches for internal spans or heights of 5 feet or greater.

410-6.4.6 Position of Reinforcement: Meet the requirements of 415-5.10.2 for the maximum variation in the position of slab steel. Meet the requirements of 415-5.8.2 for the maximum variation of wall steel, except that the concrete cover must not be less than 1/4 inches nor more than 1/2 inches from the design dimensions.

410-6.4.7 Area of Reinforcement: Provide the area of reinforcement as indicated in the plans or approved shop drawings as a minimum. If welded wire reinforcement is utilized in lieu of mild steel reinforcement, the provisions of 415-6 apply.

410-6.5 Removal of Forms: Remove forms after the concrete has attained the minimum compressive strength requirements included as part of the QC Plan, but not less than the following:

Vertically cast walls and slabs for four-sided sections	1000 psi
Three-sided box culvert bottom section	2500 psi
Horizontally cast self-supporting slabs or walls	2500 psi

Products manufactured with dry-cast concrete, are exempt from these requirements.

410-6.6 Lifting and Removal From Casting Area: Handle all products, including those manufactured with dry-cast concrete, after the concrete attains sufficient compressive strength as determined by the manufacturer but not less than the following, unless otherwise approved in the QC Plan:

Vertically cast and stored elements (walls and slabs)	1000 psi
Form/pallet supported elements (walls or slabs)	1000 psi
Self-supporting four-sided sections	1000 psi
Self-supporting horizontal slabs or three-sided sections	2500 psi

Limit the flexural tension stresses from handling to a maximum allowable stress of three times the square root of the concrete compressive strength in psi, prior to the concrete attaining the required

28-day strength.

#### PART 7 - HANDLING, STORAGE, AND SHIPPING

Handle, store, and ship precast box culverts in a manner that prevents chipping, cracks, fractures, and excessive bending stress. Do not ship precast box culverts before the concrete attains the required 28-day strength.

The manufacturer is permitted to verify the shipping strength test, before 28 days, by testing compressive strength cylinders that are cured under the conditions similar to the product or by testing temperature match cured cylinders. The manufacturer may use the maturity method, ASTM C-1074, pulse velocity method in accordance with ASTM C-597, or any other approved nondestructive test method to estimate the strength of concrete for determining form removal and handling strengths or before verification of shipping strength by test cylinders.

Curing temperature and cycle must be monitored on a minimum of one box culvert curing cell from each day of production when nondestructive test methods or temperature match cured cylinders are used to determine concrete strengths.

The shipping strength test is the average compressive strength of two test cylinders. Do not ship any products until the QC Manager's stamp is affixed to the product.

#### PART 8 - REPAIRS AND REJECTION

Evaluate cracks, spalls and other deficiencies in accordance with 450-12. Classify fractures and cracks passing through the wall or slab, except for a single end crack with a length that does not exceed the depth of the joint, as major cracks. Walls and slab areas outside the middle half of the internal span will be considered non-critical locations for the purpose of evaluating cracks. Repair cracks and all other deficiencies in accordance with 450-13 or the plant's approved repair methods that are included as part of the QC Plan. Ensure that the original performance and durability of the repaired box culverts are maintained.

Use materials for concrete repair that will meet or exceed the strength requirement of the class of concrete used. Materials meeting the requirements of Section 930 may be substituted for non-shrink grout when required by 450-13. Precast box culvert elements are subject to rejection if they fail to conform to any of the Specification requirements after repair or when damaged ends would prevent making a satisfactory joint.

#### PART 9 – MARKING

Ensure each section of Precast Box Culvert has permanently and clear marking on an inside face by indentation, waterproof paint, or as specified in the QC Plan, showing the manufacture date, serial number, project number, and manufacturer's name or symbol. The top of the box culvert must also be clearly indicated with waterproof paint or as specified in the QC Plan.

#### PART 10 - TRENCH, FOUNDATION, LAYING, AND BACKFILL

410-10.1 General: Meet the requirements of Section 125 and/or Section 121, for trench excavation, foundation construction, laying and backfilling and the following:

Lay all precast box culvert sections on a dry, slightly yielding foundation, to ensure uniform bearing across the full width of the bottom slab. Provide dewatering devices, if applicable, in accordance with 455-29, capable of maintaining a stable and surface-dry trench bottom. Construct any temporary sheet piling used in cofferdams, retaining walls and to incorporate the Contractor's specific means and methods, in accordance with 125-3.

410-10.2 Bedding: Provide bedding that consists of a minimum 6 inch depth of select material, with not more than 15% fines passing the No. 200 U.S. Standard sieve, in accordance with Design Standards, Index No. 505 or other granular material approved by the Engineer. Place bedding in maximum 6 inch compacted layers below the culvert to a minimum width of 12 inches outside the exterior walls of the culvert and meet the density requirements of 125-9.2.

When coarse aggregate is approved for use as an alternate bedding material, wrap the bottom and sides of the coarse aggregate with a layer of Type D-4 geotextile filter fabric as specified in Design Standards, Index No. 199, and substituted the coarse aggregate with select material within 4 feet of the cut-off or toe walls at each end of the precast box culvert. Obtain the Engineer's approval before using flowable fill for bedding material. Provide other special bedding material, when required by the Contract Documents.

Set grade forms 12 inches outside each exterior wall of the box culvert. Uniformly compact this material and then grade off using the forms. Set the grade forms approximately 1/8 inches to 1/4 inches above the theoretical grade line to allow for soil compression. Adjust this distance to yield the proper grade, but do not use in lieu of the proper compaction of the granular bedding material. Remove the forms after placing the precast box culvert section.

410-10.3 Placement of Precast Box Culvert Sections: Obtain the Engineer's approval of the method of controlling line and grade during culvert installation. Use a method that allows rapid checking of the previously laid sections. Maintain line and grade on sections previously set. The Engineer will consider sections which do not retain the plan line within 0.10 foot or grade within 0.10 foot during laying of subsequent sections, as not having been laid to line and grade. Take up and relay sections not to line and grade without additional compensation.

410-10.4 Placement of Multiple Barrel Culverts: For multiple barrel installations using single-cell precast box sections, provide positive lateral support between the precast box culverts consisting of non-shrink grout, concrete meeting the requirements of Section 347 or non-excavatable flowable fill prior to backfilling. Provide partial height backfill or bracing to maintain alignment, when approved by the Engineer.

410-10.5 Backfilling: Begin backfilling only after the Engineers approval. Seal blockouts and holes provided for lifting or joint restraint by plugging using an epoxy mortar or non-shrink grout in accordance with Sections 926 or 934 and properly cure to ensure a sound and watertight plug, prior to backfilling.

410-10.6 Underdrain and Weep Holes: Provide a continuous underdrain in accordance with Design Standards, Index No. 289.

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PART 11 – JOINTS

410-11.1 General: Make field joints for precast concrete box culvert sections with either profile rubber gaskets or preformed joint sealants, unless otherwise detailed in the plans or approved shop drawings. Joint openings at the outside face must not exceed 1-1/2 inches in the assembled position at any location along the joint perimeter. Ensure a minimum 50% overlap of the joint tongue and groove around the entire perimeter of the box in the assembled position.

Completely wrap the outside of each joint with geotextile filter fabric. Use fabric meeting the physical requirements of Class D, Type 3 specified on Design Standards, Index No. 199. Provide fabric with a minimum width of 2 feet and a length sufficient to ensure a minimum overlap of 24 inches. The filter fabric must extend a minimum of 12 inches beyond each side of the joint. Secure the fabric tightly against the box culvert sections with metal or plastic strapping. Other methods which will hold the fabric securely against the wall of the culvert until the backfill is placed and compacted, may be used when approved by the Engineer. When specified in the plans, secure the joint by a suitable device capable of holding the sections to line and grade as well as fully home. Remove these devices and repair locations as necessary if intrusive into the concrete after placing and compacting sufficient backfill to secure the sections.

410-11.2 Profile Rubber Gaskets: Install field joints in accordance with the joint manufacturer's instructions and meet the following:

1. Meet the requirements of ASTM C1677,
2. Store all gaskets in a cool place prior to use,
3. Furnish to the Engineer written details regarding configuration of the joint and gasket required to create a soil-tight seal. Do not apply mortar, joint compound or other filler which would restrict the flexibility of the joint.

410-11.3 Preformed Flexible Joint Sealants: Install field joints in accordance with the joint manufacturer's instructions and meet the following:

1. Meet the requirements of ASTM C990,
2. Furnish to the Engineer a written recommendation of the size (cross-sectional area) of joint sealant which will create a soil-tight seal. Ensure that this amount is the minimum quantity of bitumen sealant used. Do not brush or wipe joint surfaces which are to be in contact with the joint sealant with cement slurry. Fill minor voids with non-shrink grout,
3. Thoroughly clean and dry all joint surfaces which are to be in contact with the sealant material. When recommended by the sealant manufacturer, apply a primer of the type recommended to all joint surfaces which are to be in contact with the sealant material.
4. Apply sealant to form a continuous seal around each joint. The sealant must be protected by a removable wrapper. Do not remove the paper wrapper on the exterior surface of the preformed flexible joint sealant until immediately prior to joining the precast sections. Apply the joint sealant only to dry surfaces. When the atmospheric temperature is below 60°F, either store the joint sealant in an area above 70°F, or artificially warm the joint sealant to 70°F in a manner satisfactory to the Engineer. After assembly, ensure that there is full contact and compression of the sealant for the entire perimeter of the joint, as evidenced by the presence of minor bulging along any visible edges of the sealant. Neatly trim any

extruded sealant flush with the concrete surface.

410-11.4 Water-tight Joint Treatment: Provide water-tight joints when shown in the Contract Documents. Utilize an external sealing band in accordance with ASTM C877 in addition to the requirements of 410-11.2 or 410-11.3. Determine the minimum width of sealing bands by substituting the larger of the clear rise or span of the precast concrete box section, for the equivalent pipe diameter in ASTM C877 Tables 1 and 2. Install external sealing band wrap in accordance with the manufacturer's instructions prior to wrapping the joint with geotextile filter fabric.

#### PART 12 - SHOP DRAWINGS

Submit details of all precast box culvert elements for approval to the Engineer prior to manufacturing in accordance with 5-1.4. These shop drawings must include the proposed layout, lifting devices, and a note describing the casting method for the precast box culverts and details of any modifications to cast-in-place sections or connections thereto. All details must be submitted as a complete package including modifications to cast-in-place sections.

#### PART 13 - METHOD OF MEASUREMENT

There shall be no separate measurement made for **Precast Concrete Box Culvert**.

#### PART 14 - BASIS OF PAYMENT

Payments will be made under:

No separate payment shall be made for concrete box culverts. Concrete box culverts shall be incidental to the cost of Pay Item SP-1 Utility Protection.

**END OF SECTION 410**

**SECTION 425**  
**INLETS, MANHOLES, AND JUNCTION BOXES**

PART 1 – DESCRIPTION

Construct inlets, manholes, and junction boxes from reinforced concrete as shown in the Design Standards and the plans. Brick masonry may be used if the structure is circular and constructed in place. Furnish and install the necessary metal frames and gratings. Construct yard drains from concrete meeting the requirements of Section 347. Adjust structures shown in the plans to be adjusted or requiring adjustment for the satisfactory completion of the work.

PART 2 – COMPOSITION AND PROPORTIONING.

425-2.1 Concrete: For inlets, manholes, and junction boxes, use Class II or IV concrete, as designated in the plans and Design Standards and as specified in Section 346. For yard drains use concrete as specified in Section 347.

425-2.2 Mortar: For brick masonry, make the mortar by mixing one part portland cement to three parts sand. Miami Oolitic rock screenings may be substituted for the sand, provided the screenings meet the requirements of 902-5.2.3 except for gradation requirements. Use materials passing the No. 8 sieve that are uniformly graded from coarse to fine.

Masonry cement may be used in lieu of the above-specified mortar provided it is delivered in packages properly identified by brand name of manufacturer, net weight of package, and whether it is Type 1 or Type 2, and further provided that it has not been in storage for a period greater than six months.

PART 3 – MATERIALS

425-3.1 General: Meet the following requirements:

Sand (for mortar) .....	Section 902-3.2
Portland Cement .....	Section 921
Water .....	Section 923
Reinforcing Steel .....	Sections 931-1.1 and 415-3
Brick and Concrete Masonry Units .....	Section 949
Castings for Frames and Gratings .....	Section 962

425-3.2 Gratings: Use gratings and frames fabricated from structural steel or cast iron as designated in the appropriate Design Standard. When "Alt. G" grates are specified in the plans, provide structural steel grates that are galvanized in accordance with the requirements of ASTM A-123.

PART 4 – FORMS

Design and construct wood or metal forms so that they may be removed without damaging the concrete. Build forms true to line and grade and brace them in a substantial and unyielding manner. Obtain the Engineer's approval before filling them with concrete.

PART 5 – PRECAST INLETS, MANHOLES, AND JUNCTION BOXES

Precast inlets, manholes and junction boxes, designed and fabricated in accordance with the plans, the Design Standards and Section 449, may be substituted for cast-in-place units.

PART 6 – CONSTRUCTION METHODS.

425-6.1 Excavation: Excavate as specified in Section 125.

Where unsuitable material for foundations is encountered, excavate the unsuitable material and backfill with suitable material prior to constructing or setting inlets, manholes and junction boxes.

As an option to the above and with the Engineer's approval, the Contractor may carry the walls down to a depth required for a satisfactory foundation, backfill to 8 inches below the flowline with clean sand and cast a non-reinforced 8 inch floor.

425-6.2 Placing and Curing Concrete: Place the concrete in the forms, to the depth shown in the plans, and thoroughly vibrate it. After the concrete has hardened sufficiently, cover it with suitable material and keep it moist for a period of three days. Finish the traffic surface in accordance with 522-7.2, or with a simulated broom finish approved by the Engineer.

425-6.3 Setting Manhole Castings: After curing the concrete as specified above, set the frame of the casting in a full mortar bed composed of one part portland cement to two parts of fine aggregate.

425-6.4 Reinforcing Steel: Follow the construction methods for the steel reinforcement as specified in Section 415.

425-6.5 Laying Brick: Saturate all brick with water before laying. Bond the brick thoroughly into the mortar using the shovejoint method to lay the brick. Arrange headers and stretchers so as to bond the mass thoroughly. Finish the joints properly as the work progresses and ensure that they are not less than 1/4 inch or more than 3/4 inch in thickness. Do not use spalls or bats except for shaping around irregular openings or when unavoidable at corners.

425-6.6 Backfilling: Backfill as specified in Section 125, meeting the specific requirements for backfilling and compaction around inlets, manholes, and junction boxes detailed in 125-8.1 and 125-8.2. However, for outfall lines beyond the sidewalk or future sidewalk area, where no vehicular traffic will pass over the pipe, inlets, manholes, and junction boxes, compact backfill as required in 125-9.2.2.

425-6.7 Adjusting Existing Structures: Cut down or extend existing manholes, catch basins, inlets, valve boxes, etc., within the limits of the proposed work, to meet the finished grade of the proposed pavement, or if outside of the proposed pavement area, to the finished grade designated on the plans for such structures. Use materials and construction methods which meet the requirements specified above to cut down or extend the existing structures.

The Contractor may extend manholes needing to be raised using adjustable extension rings of the type which do not require the removal of the existing manhole frame. Use an extension device that provides positive locking action and permits adjustment in height as well as diameter and meets the approval of the Engineer.

PART 7 – METHOD OF MEASUREMENT.

The quantities to be paid for will be the number of inlets, manholes, junction boxes, and yard drains, completed and accepted.

PART 8 – BASIS OF PAYMENT.

425-8.1 New Structures: Price and payment will be full compensation for furnishing all materials and completing all work described herein or shown in the plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the plans, dewatering, all excavation, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all gratings, frames, covers, and any other necessary fittings.

425-8.2 Payment Items: Payment will be made under:

~~Item No. 425- 1 FDOT Type D Top W/ Skimmer, FDOT Type J Alt. B Bottom (10'-2" X 4'-5")~~  
~~per each (EA)~~

Item No. 425- 2- FDOT Type 2 Curb Inlet Top, FDOT Type J Alt. B Bottom (10'-2" X 5')  
- per each (EA)

Item No. 425- 3- Type K DBI (10'-10" x 5'-10") w/ 4'-0" x 3'-6" Grate  
- per each (EA)

**END OF SECTION 425**



**SECTION 430  
PIPE CULVERTS**

PART 1 – DESCRIPTION

Furnish and install drainage pipe and end sections at the locations called for in the Plans. Furnish and construct joints and connections to existing pipes, catch basins, inlets, manholes, walls, etc., as may be required to complete the work.

Construct structural plate pipe culverts or underdrains in accordance with Sections 435 and 440.

For pipe culverts installed by jack & bore, install in accordance with Section 556.

Obtain pipe culverts from a Producer currently on the Department’s list of Producers with Accepted Quality Control Programs. Producers seeking inclusion on the list shall meet the requirements of 105-3.

When the producer’s Quality Control Program is suspended, accept responsibility of either obtaining drainage products from another producer with an accepted Quality Control Program or await re-approval of the producer’s Quality Control Program. The Engineer will not allow changes in Contract Time or completion dates as a result of the producer’s Quality Control Program suspension. Accept responsibility for all delay costs or other costs associated with the producer’s Quality Control Program suspension.

PART 2 – MATERIALS

430-2.1 Pipe: Meet the following requirements:

Concrete Pipe.....	Section 449
Round Rubber Gaskets.....	Section 942
Corrugated Steel Pipe and Pipe Arch.....	Section 943
Corrugated Aluminum Pipe and Pipe Arch.....	Section 945
Corrugated Polyethylene Pipe.....	Section 948
Polyvinyl Chloride (PVC) Pipe.....	Section 948
Fiberglass Reinforced Polymer Pipe.....	Section 948
Polypropylene Pipe.....	Section 948

430-2.2 Joint Materials: Use joint materials specified in 430-7 through 430-9 according to type of pipe and conditions of usage.

430-2.3 Mortar: Use mortar composed of one part Portland cement and two parts of clean, sharp sand, to which mixture the Contractor may add hydrated lime in an amount not to exceed 15% of the cement content. Use mortar within 30 minutes after its preparation.

PART 3 - TYPE OF PIPE TO BE USED

430-3.1 General: When the Plans designate a type (or types) of pipe, use only the type (or choose from the types) designated. As an exception, when the Plans designate reinforced concrete pipe as

Class S, Class I, Class II, Class III and Class IV, the Contractor may use non-reinforced concrete pipe up to and including 36 inch in diameter.

430-3.2 Side Drain: If the Plans do not designate a type (or types) of pipe, the Contractor may use either a minimum Class I concrete pipe, corrugated steel pipe, corrugated aluminum pipe, corrugated polyethylene pipe, polypropylene pipe, or PVC pipe. If one of the metal types is chosen, use the minimum gage specified in Section 943 for steel pipe or Section 945 for aluminum pipe. When extending existing pipes, construct the pipe extensions of the same size and kind as the existing pipe. Extensions of existing pipes, whose materials are no longer produced, shall be extended with the most similar pipe material available.

Non-reinforced concrete pipe may also be substituted for concrete pipe in side drains, subject to the provisions of 430-3.1.

#### PART 4 - LAYING PIPE

430-4.1 General: Lay all pipe, true to the lines and grades given, with hubs up grade and tongue end fully entered into the hub. When pipe with quadrant reinforcement or circular pipe with elliptical reinforcement is used, install the pipe in a position such that the manufacturer's marks designating "top" and "bottom" of the pipe are not more than five degrees from the vertical plane through the longitudinal axis of the pipe. Do not allow departure from and return to plan alignment and grade to exceed 1/16 inch per foot of nominal pipe length, with a total of not more than 1 inch departure from theoretical line and grade. Take up and relay any pipe that is not in true alignment or which shows any settlement after laying at no additional expense to the Department.

Do not use concrete pipe with lift holes except (1) round pipe which has an inside diameter in excess of 54 inches or (2) any elliptical pipe.

Repair lift holes, if present, with hand-placed, stiff, non-shrink, 1-to-1 mortar of cement and fine sand, after first washing out the hole with water. Completely fill the void created by the lift hole with mortar. Cover the repaired area with a 24 by 24 inch piece of filter fabric secured to the pipe. Use a Type D-3 filter fabric meeting the requirements shown on Design Standards, Index No. 199.

Secure the filter fabric to the pipe using a method that holds the fabric in place until the backfill is placed and compacted. Use grout mixtures, mastics, or strapping devices to secure the fabric to the pipe.

When installing pipes in structures, construct inlet and outlet pipes of the same size and kind as the connecting pipe shown in the Plans. Use the same pipe material within each continuous run of pipe. Extend the pipes through the walls for a distance beyond the outside surface sufficient for the intended connections, and construct the concrete around them neatly to prevent leakage along their outer surface as shown on Design Standards, Index No. 201. Keep the inlet and outlet pipes flush with the inside of the wall. Resilient connectors as specified in 942-3 may be used in lieu of a masonry seal.

Furnish and install a filter fabric jacket around all pipe joints and the joint between the pipe and the structure in accordance with Design Standards, Index Nos. 201 and 280. Use fabric meeting the

physical requirements of Type D-3 specified on Design Standards, Index No. 199. Extend the fabric a minimum of 12 inches beyond each side of the joint or both edges of the coupling band, if a coupling band is used. The fabric must have a minimum width of 24 inches, and a length sufficient to provide a minimum overlap of 24 inches. Secure the filter fabric jacket against the outside of the pipe by metal or plastic strapping or by other methods approved by the Engineer.

Meet the following minimum joint standards:

Pipe Application	Minimum Standard
Storm and Cross Drains	Water-tight
Gutter Drain	Water-tight
Side Drains	Soil-tight

When rubber gaskets are to be installed in the pipe joint, the gasket must be the sole element relied on to maintain a tight joint. Soil tight joints must be watertight to 2 psi. Water-tight joints must be water-tight to 5 psi unless a higher pressure rating is required in the Plans.

430-4.2 Trench Excavation: Excavate the trench for storm and cross drains, and side drains as specified in Section 125.

430-4.3 Foundation: Provide a suitable foundation, where the foundation material is of inadequate supporting value, as determined by the Engineer. Remove the unsuitable material and replace it with suitable material, as specified in 125-8. Where in the Engineer's opinion, the removal and replacement of unsuitable material is not practicable, he may direct alternates in the design of the pipe line, as required to provide adequate support. Minor changes in the grade or alignment will not be considered as an adequate basis for extra compensation.

Do not lay pipe on blocks or timbers, or on other unyielding material, except where the use of such devices is called for in the Plans.

430-4.4 Backfilling: Backfill around the pipe as specified in 125-8 unless specific backfilling procedures are described in the Contract Documents.

430-4.5 Plugging Pipe: When existing pipe culverts are to be permanently placed out of service, fill them with flowable fill that is non-excavatable, contains a minimum 350 lbs/cy of cementitious material and meets the requirements of Section 121 and/or plug them with masonry plugs as shown in the Plans. Install masonry plugs that are a minimum of 8 inches in thickness, in accordance with Design Standards, Index 280.

When proposed or existing pipe culverts are to be temporarily placed out of service, plug them with prefabricated plugs as shown in the Plans. Install prefabricated plugs in accordance with the manufacturer's recommendations. Do not fill or construct masonry plugs in any pipe culvert intended for current or future service.

430-4.6 End Treatment: Place an end treatment at each storm and cross drain, and side drain as shown in the Plans. Refer to the Design Standards for types of end treatment details. As an

exception to the above, when concrete mitered end sections are permitted, the Contractor may use reinforced concrete U-endwalls, if shop drawings are submitted to the Engineer for approval prior to use.

Provide end treatments for corrugated polyethylene pipe, polypropylene pipe, and PVC pipe as specified in Section 948, or as detailed in the Plans.

**430-4.7 Metal Pipe Protection:** Apply a bituminous coating to the surface area of the pipe within and 12 inches beyond the concrete or mortar seal prior to sealing, to protect corrugated steel or aluminum pipe embedded in a concrete structure, such as an inlet, manhole, junction box, endwall, or concrete jacket.

Ensure that the surface preparation, application methods (dry film thickness and conditions during application), and equipment used are in accordance with the coating manufacturers' published specifications.

Obtain the Engineer's approval of the coating products used.

**430-4.8 Pipe Inspection:** For pipes installed under the roadway, inspection is to be conducted when backfill reaches 3 feet above the pipe crown or upon completion of placement of the stabilized subgrade. For pipe installed within fills, including embankments confined by walls, inspection is to be conducted when compacted embankment reaches 3 feet above the pipe crown or the finished earthwork grade as specified in the Plans. Prior to conducting the inspection, provide the Engineer with a video recording schedule for videoing, dewater installed pipe, and remove all silt, debris and obstructions. Submit pipe videoing and reports to the owner for review prior to the continuation of paving.

For pipe 48 inches or less in diameter, provide the Engineer a video DVD and report using low barrel distortion video equipment with laser profile technology, non-contact video micrometer and associated software that provides:

1. Actual recorded length and width measurements of all cracks within the pipe.
2. Actual recorded separation measurement of all pipe joints.
3. Pipe ovality report.
4. Deflection measurements and graphical diameter analysis report in terms of x and y axis.
5. Flat analysis report.
6. Representative diameter of pipe.
7. Pipe deformation measurements, leaks, debris, or other damage or defects.
8. Deviation in pipe line and grade, joint gaps, and joint misalignment.
9. A video record of the actual speed at which the camera is traveling through the pipe, ensuring that the rate of travel does not exceed the limit defined in 430-4.8.1 below.

Laser profiling and measurement technology must be certified by the company performing the work to be in compliance with the calibration criteria posted at:

<http://www.dot.state.fl.us/construction/contractorissues/laser.shtm> . Reports submitted in electronic media are preferred.

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

430-4.8.1 Video Report: Provide a high quality DVD in a MPEG2 format video with a standard resolution of 720 x 480. Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition.

The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. The video will include identification before each section of pipe filmed. The identification will include the project number, the structure number corresponding to the structure number on the set of plans for the project, size of pipe, the date and time, and indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes should be taken during the video recording process. Provide the Engineer with copies of these notes along with the video.

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

430-4.8.2 Reinspection: At any time after reviewing the submitted pipe inspection reports, the Engineer may direct additional inspections. If no defects are observed during the reinspection, the Department will pay for the cost of the reinspections in accordance with 4-3. If defects are observed, the reinspection and all work performed to correct the defects will be done at no cost to the Department. Acceptance of all replacements or repairs will be based on video documentation of the completed work prior to Final Acceptance.

#### PART 5 - REMOVING EXISTING PIPE

If the Plans indicate that existing pipe is to remain the property of the Department, collect and stack along the right-of-way all existing pipe or pipe arch so indicated in the Plans to be removed, or that does not conform to the lines and grades of the proposed work and that is not to be re-laid, as directed by the Engineer. Take care to prevent damage to salvageable pipe during removal and stacking operations.

#### PART 6 - PLACING PIPE UNDER RAILROAD

430-6.1 General: Construct pipe culverts under railroad tracks in accordance with the requirements of the railroad company.

Perform all the shoring under the tracks, and sheeting and bracing of the trench, required by the railroad company or deemed necessary by the Engineer in order to ensure safe and uninterrupted movement of the railroad equipment, at no expense to the Department.

430-6.2 Requirements of the Railroad Company: Install pipe using methods required by the railroad

company and shown in the Contract Documents.

When the general method of installation required by the railroad company is indicated in the Plans, do not alter such method, or any other specific details of the installation which might be indicated in the Plans, without receiving approval or direction from the railroad, followed by written approval from the Engineer.

430-6.3 Notification to Railroad Company: Notify the railroad company and the Engineer at least ten days prior to the date on which pipe is to be placed under the railroad tracks.

430-6.4 Placing Pipe by Jacking: Obtain the Engineer's and the railroad company's approval of the details of the jacking method to be used, when placing pipe through the railroad embankment, before the work is started.

430-6.5 Use of Tunnel Liner: When the railroad company requires that a tunnel liner be used for placing the pipe in lieu of the jacking method, the Department will pay for the tunnel liner material separately in cases where the Contract Documents do not require the use of a tunnel liner. For these cases the Department will reimburse the Contractor for the actual cost of the liner, delivered at the site. The Department will base such cost on a liner having the minimum gage acceptable to the railroad.

#### PART 7 - SPECIFIC REQUIREMENTS FOR CONCRETE PIPE

430-7.1 Sealing Joints: Seal the pipe joints with round rubber or profile gaskets meeting the requirements of Section 449. Ensure that the gasket and the surface of the pipe joint, including the gasket recess, are clean and free from grit, dirt and other foreign matter, at the time the joints are made. In order to facilitate closure of the joint, application of a vegetable soap lubricant immediately before closing of the joint will be permitted. Prelubricated gaskets may be used in lieu of a vegetable soap lubricant when the lubricating material is certified to be inert with respect to the rubber material.

430-7.2 Laying Requirements for Concrete Pipe with Rubber Gasket Joints: Do not allow the gap between sections of pipe to exceed 5/8 inch for pipe diameters of 12 inches through 18 inches, 7/8 inch for pipe diameters of 24 through 66 inches, and 1 inch for pipe diameters 72 inches and larger. Where minor imperfections in the manufacture of the pipe create an apparent gap in excess of the tabulated gap, the Engineer will accept the joint provided that the imperfection does not exceed 1/3 the circumference of the pipe, and the rubber gasket is 1/4 inch or more past the pipe joint entrance taper. Where concrete pipes are outside of these tolerances, replace them at no expense to the Department. Do not apply mortar, joint compound, or other filler to the gap which would restrict the flexibility of the joint.

430-7.3 Field Joints for Elliptical Concrete Pipe: Use either a preformed plastic gasket material or an approved rubber gasket to make a field joint.

430-7.3.1 Plastic Gasket: Meet the following requirements when field joints are made from preformed plastic gasket material:

430-7.3.1.1 General: Install field joints in accordance with the manufacturer's instructions and the following:

430-7.3.1.2 Material: Meet the requirements of 942-2.

430-7.3.1.3 Joint Design: Ensure that the pipe manufacturer furnishes the Engineer with details regarding configuration of the joint and the amount of gasket material required to affect a satisfactory seal. Do not brush or wipe joint surfaces which are to be in contact with the gasket material with a cement slurry. Fill minor voids with cement slurry.

430-7.3.1.4 Primer: Apply a primer of the type recommended by the manufacturer of the gasket material to all joint surfaces which are to be in contact with the gasket material, prior to application of the gasket material. Thoroughly clean and dry the surface to be primed.

430-7.3.1.5 Application of Gasket: Apply gasket material to form a continuous gasket around the entire circumference of the leading edge of the tongue and the groove joint, in accordance with the detail shown on the Design Standards, Index No. 280. Do not remove the paper wrapper on the exterior surface of the gasket material until immediately prior to joining of sections. Apply plastic gasket material only to surfaces which are dry. When the atmospheric temperature is below 60°F, either store plastic joint seal gaskets in an area above 70°F, or artificially warm the gaskets to 70°F in a manner satisfactory to the Engineer.

430-7.3.1.6 Installation of Pipe: Remove and reposition or replace any displaced or contaminated gasket as directed by the Engineer. Install the pipe in a dry trench. Carefully shape the bottom of the trench to minimize the need for realignment of sections of pipe after they are placed in the trench. Hold to a minimum any realignment of a joint after the gaskets come into contact. Prior to joining the pipes, fill the entire joint with gasket material and ensure that when the pipes are joined there is evidence of squeeze-out of gasket material for the entire internal and external circumference of the joint. Trim excess material on the interior of the pipe to provide a smooth interior surface. If a joint is defective, remove the leading section of pipe and reseal the joint.

430-7.3.2 Rubber Gasket: Meet the following requirements when field joints are made with profile rubber gaskets:

430-7.3.2.1 General: Install field joints in accordance with the manufacturer's instructions and the following:

430-7.3.2.2 Material: Meet the requirements of 942-4.

430-7.3.2.3 Joint Design: Ensure that the pipe manufacturer furnishes the Engineer with details regarding configuration of the joint and gasket required to effect a satisfactory seal. Do not apply mortar, joint compound, or other filler which would restrict the flexibility of the gasket joint.

430-7.4 Requirements for Concrete Radius Pipe:

430-7.4.1 Design: Construct concrete radius pipe in segments not longer than 4 feet (along the pipe centerline), except where another length is called for in the Contract Documents. Join each segment using round rubber gaskets. Ensure that the pipe manufacturer submits details of the proposed joint, segment length and shape for approval by the Engineer, prior to manufacture.

430-7.4.2 Pre-Assembly: Ensure that the manufacturer pre-assembles the entire radius section in his yard, in the presence of the Engineer, to ensure a proper fit for all parts. At the option of the manufacturer, the Contractor may assemble the pipe without gaskets. Consecutively number the joints on both the interior and exterior surfaces of each joint, and make match marks showing proper position of joints. Install the pipe at the project site in the same order as pre-assembly.

PART 8 - SPECIFIC REQUIREMENTS FOR CORRUGATED METAL PIPE

430-8.1 Field Joints:

430-8.1.1 General: Make a field joint with locking bands, as specified in Article 9 of AASHTO M 36 and AASHTO M 196M for aluminum pipe. For aluminum pipe, fabricate bands from the same alloy as the culvert sheeting.

When existing pipe to be extended is helically fabricated, make a field joint between the existing pipe and the new pipe using one of the following methods:

- (1) Cut the new pipe to remove one of the re-rolled annular end sections required in Sections 943 or 945, or fabricate the pipe so that the re-rolled annular section is fabricated only on one end. Use either a spiral (helical) band with a gasket or a flat band with gaskets as required by 430-8.1.2 (2) to join the pipe sections.
- (2) The Contractor may construct a concrete jacket as shown on the Design Standards, Index No. 280.

430-8.1.2 Side Drain, Storm and Cross Drain, and Gutter Drains: Where corrugated metal pipe is used as side drain, storm and cross drain, or gutter drain, use a rubber or neoprene gasket of a design shown to provide a joint as specified in 430-4.

Use a gasket of one of the following dimensions:

- (1) For annular joints with 1/2 inch depth corrugation: either a single gasket a minimum of 7 inches by 3/8 inch or two gaskets a minimum of 3 1/2 inches by 3/8 inch; and for annular joints with 1 inch depth corrugations: either a single gasket a minimum of 7 inches by 7/8 inch or two gaskets a minimum of 3 1/2 inches by 7/8 inch.
- (2) For helical joints with 1/2 inch depth corrugation: either a single gasket a minimum of 5 inches by 1 inch or two gaskets a minimum of 3 1/2 inches by 1 inch; and for helical joints with 1 inch depth corrugations: either a single gasket a minimum of 5 inches by 1 1/2 inches or two gaskets a minimum of 3 1/2 inches by 1 1/2 inches.
- (3) Such other gasket designs as may be approved by the Engineer.



If, in lieu of a single gasket spanning the joint, two gaskets are used, place these individual gaskets approximately 2 inches from each pipe end at the joint. When two gaskets are used, seal the overlapping area on the coupling band between the gaskets consistent with the joint performance specified. The Contractor may tuck a strip of preformed gasket material over the bottom lip of the band for this purpose. Use coupling bands that provide a minimum circumferential overlap of 3 inches. As the end connections on the coupling band are tightened, ensure that there is no local bending of the band or the connection. Use precurved coupling bands on pipe diameters of 24 inches or less.

Use flat gaskets meeting the requirements of ASTM D-1056, designation 2C2 or 2B3. In placing flat gaskets on pipe prior to placing the coupling band, do not stretch the gasket more than 15% of its original circumference. Use circular gaskets meeting the requirements of ASTM C-361. Do not stretch the circular gasket more than 20% of its original circumference in placing the gasket on pipe. Use preformed plastic gasket material meeting the composition requirements of 942-2.2.

Apply an approved vegetable soap lubricant, as specified for concrete pipe in 430-7.1.1.

430-8.1.3 Alternate Joint: In lieu of the above-specified combination of locking bands and flat gaskets, the Contractor may make field joints for these pipe installations by the following combinations:

- (a) Use the metal bands as specified in Article 9 of AASHTO M 36M that are at least 10 1/2 inches wide and consist of a flat central section with a corrugated section near each end, designed to match the annular corrugation in the pipe with which they are to be used. Connect the bands in a manner approved by the Engineer, with a suitable fastening device such as the use of two galvanized 1/2 inch diameter bolts through a galvanized bar and galvanized strap, suitably welded to the band. Use a strap that is the same gage as the band.

Where helically corrugated pipe is to be jointed by this alternate combination, ensure that at least the last two corrugations of each pipe section are annular, and designed such that the band will engage each pipe end with the next-to-outside annular corrugation.

- (b) For these bands, use a rubber gasket with a circular cross-section of the “O-ring” type conforming to ASTM C-361. Use gaskets having the following cross-sectional diameter for the given size of pipe:

Non-SI Units	
Pipe Size	Gasket Diameter
12 inches through 36 inches (with 1/2 inch depth corrugations)	13/16 inch
42 inches through 96 inches (with 1/2 inch depth corrugations)	7/8 inch
36 inches through 120 inches (with 1 inch depth corrugations)	1 3/8 inches

Use preformed gasket material to seal the overlapping area on the coupling band between gaskets.

- (c) Use channel band couplers in helical pipe with ends which have been reformed and flanged specifically to receive these bands. Use channel band couplers that are of a two piece design, are fabricated from galvanized steel stock conforming to AASHTO M 36, have 2 by 2 by 3/16 inch angles fastened to the band ends to allow for proper tightening, and meet the following:

Non SI Units	
Band Thickness	Pipe Wall Thickness
0.079 inch	0.109 inch or lighter
0.109 inch	0.138 inch or heavier
3/4 inch wide	0.109 inch or lighter
1 inch wide	0.138 inch or heavier

Furnish two 1/2 inch diameter connection bolts with each band, that conform to ASTM A-307, Grade A and are electroplated in accordance with ASTM B-633.

Use a gasket with the joint that is a hydrocarbon blend of butyl rubber meeting the chemical composition and physical properties of 942-2.2. Use a 3/8 by 3/4 inch gasket for pipe fabricated from 0.109 inch or lighter material and a 3/8 by 1 inch gasket for pipe fabricated from 0.138 inch and heavier material.

The Contractor may use a flange band coupler without the gasket for all applications other than side drain, storm and cross drain, and gutter drain.

Do not use the flange band coupler to join dissimilar types of pipe.

The Contractor may join reformed flanged helical pipe to existing annular or reformed pipe having annular ends. On non-gasketed installations, use either an annular band or an alternate joint described in 430-8.1.3. On gasketed installations, use an annular band, minimum of five corrugations in width, in conjunction with two O-ring gaskets as specified in 430-8.1.3. Use mastic material to seal the area of band overlap.

The minimum joint performance standards specified in 430-4.1 apply.

430-8.2 Laying and Shape Requirements for Corrugated Metal Pipe: Install pipe using either a trench or open ditch procedure.

Check pipe shape regularly during backfilling to verify acceptability of the construction method used. Pipe deflected 5% or more of the certified actual mean diameter of the pipe at final inspection shall be replaced at no cost to the Department. Deflection measurements are taken at the point of smallest diameter on the corrugations.

PART 9 -SPECIFIC REQUIREMENTS FOR CORRUGATED POLYETHYLENE PIPE, POLYPROPYLENE PIPE, AND POLYVINYL CHLORIDE (PVC) PIPE

430-9.1 Field Joints: Use gasketed joints to seal side drain, and storm and cross drain. Use gaskets

meeting the requirements of Section 449. Ensure that the pipe manufacturer provides a joint design approved by the Engineer before use.

430-9.2 Installation Requirements Including Trenching, Foundation and Backfilling Operations: Check structure shape regularly during backfilling to verify acceptability of the construction method used.

Replace pipe deflected 5% or more of the certified actual mean diameter of the pipe at final inspection at no cost to the Department.

#### PART 10 - DESILTING PIPE OR CONCRETE BOX CULVERT

Desilt pipe culvert and concrete box culvert as designated in the Plans.

#### PART 11 - METHOD OF MEASUREMENT

430-11.1 New Pipe Installed by Excavation or Trenching: The quantity of storm and cross drain pipe, storm drain trench, side drain and gutter drain pipe, installed by pipe culvert optional material - excavation or trenching, to be paid for will be plan quantity, in place and accepted. The plan quantity will be determined from the inside wall of the structure as shown in the Plans, along the centerline of the pipe.

430-11.2 New Pipe Installed by Jack & Bore: The quantity of storm and cross drain pipe, storm drain trench, side drain and gutter drain pipe, installed by pipe culvert optional material - jack & bore, to be paid for will be the plan quantity, in place and accepted. The measurement and payment will be the plan quantity length of the casing or carrier pipe installed by jack & bore.

Carrier pipe installed through/inside the casing is paid for as pipe culvert optional material – excavation or trenching.

430-11.3 Mitered End Section: The quantity of mitered end sections to be paid for will be the number completed and accepted.

#### PART 12 - BASIS OF PAYMENT

430-12.1 General: Prices and payments will be full compensation for all work specified in this Section, including all excavation except the volume included in the items for the grading work on the project, and except for other items specified for separate payment in Section 125; all backfilling material and compaction; disposal of surplus material; and all clearing and grubbing outside of the required limits of clearing and grubbing as shown in the Plans.

No payment will be made for failed bore paths, injection of excavatable flowable fill, products taken out of service, or incomplete installations. Payment will include all work and materials necessary for jack & bore, including boring, backfilling, flowable fill, and restoration materials necessary for a complete and accepted installation.

No separate payment shall be made for dewatering associated with pipe installation. Dewatering shall be incidental to the cost of pipe installation.

No payment will be made for jack & bore until a Bore Path Report has been delivered to the Engineer.

430-12.2 Removing Existing Pipe: When existing pipe is removed and replaced with new pipe approximately at the same location, the cost of excavating and removing the old pipe and of its disposal will be included in the Contract unit price for pipe removal.

430-12.3 Site Restoration: The cost of restoring the site, as specified in 125-11, that is disturbed, solely for the purpose of constructing pipe culvert, will be included in the Contract unit price for the pipe culvert, unless designated specifically to be paid for under other items.

430-12.4 Plugging Pipes: The cost of temporarily plugging a pipe culvert, either proposed or existing, will be incidental to the contract unit price for new pipe culvert.

The cost of filling and/or plugging an existing pipe culvert that is to be permanently placed out of service will be paid for at the contract unit price for filling and plugging pipe, per cubic yard. Price and payment will be full compensation for flowable fill, masonry, concrete, mortar, and all labor and materials necessary to complete the work.

When the project includes no quantities for new pipe culverts, and temporary plugs are required for existing pipe culverts, the cost will be considered as extra work, in accordance with 4-3.5.

430-12.5 Desilting Pipe: Desilting Pipe will be paid for at the contract unit price per foot for each pipe desilted. Price and payment will be full compensation for furnishing all equipment, tools and labor, disposal of silt and debris, and all incidentals necessary for satisfactorily performing the work.

430-12.6 Desilting Concrete Box Culverts: Price and payment will be full compensation for all work required.

430-12.7 Flared End Sections: Price and payment will be full compensation for all work and materials required.

430-12.8 Mitered End Sections: Price and payment will be full compensation for all pipe, grates when required, fasteners, reinforcing, connectors, anchors, concrete, sealants, jackets and coupling bands, and all work required.

430-12.10 Payment Items: Payment will be made under:

Item No. 430-1	36" ADS Pipe	- per linear foot (LF)
Item No. 430-2	Dual 36" Pipe Side Drain MES	- per each (EA)
<del>Item No. 430-3</del>	<del>Dual 36" Pipe Straight Concrete Endwall</del>	<del>- per each (EA)</del>
<del>Item No. 430-4</del>	<del>24" ADS Pipe</del>	<del>per linear foot (LF)</del>
<del>Item No. 430-5</del>	<del>Dual 24" Pipe Cross Drain MES</del>	<del>per each (EA)</del>

**END OF SECTION 430**

**SECTION 520**  
**CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR**

PART 1 – DESCRIPTION

Construct portland cement concrete curb and gutter, concrete traffic separator, valley gutter, special concrete gutter, and any other types of concrete curb not specified in other Sections.

PART 2 – MATERIALS

520-2.1 Concrete: Use concrete meeting the requirements of Section 347.

520-2.2 Reinforcement: For all steel reinforcement required by the plans, meet the requirements of Section 415.

520-2.3 Joint Materials: Meet the requirements of Section 932.

PART 3 – FORMS

520-3.1 Form Materials: Construct forms for this work of either wood or metal. Provide forms that are straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line and grade. For all items constructed on a radius, use flexible forms.

520-3.2 Depth of Forms: Ensure that forms have a depth equal to the plan dimensions for the depth of concrete being deposited against them.

520-3.3 Machine Placement: The Contractor may place these items by machine methods with the approval of the Engineer provided that the Contractor consistently produces an acceptable finished product, true to line, grade, and cross section.

PART 4 – EXCAVATION

Excavate to the required depth, and compact the foundation material upon which these items are to be placed as specified in 120-9.

PART 5 – PLACING CONCRETE

Place the concrete in the forms, and tamp and spade it to prevent honeycombing, and until the top of the structure can be floated smooth and the edges rounded to the radius shown in the plans.

PART 6 – JOINTS

520-6.1 Contraction Joints: Except for machine placed items, the Contractor may form joints by using dummy joints (either formed or sawed) or by using sheet metal templates. If using sheet metal templates, ensure that they are of the dimensions, and are set to the lines, shown in the plans. Hold templates firmly while placing the concrete. Leave templates in place until the concrete has set sufficiently to hold its shape, but remove them while the forms are still in place.

Saw contraction joints, for machine placed items, unless the Engineer approves an alternate method. Saw the joints as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins.

Space contraction joints at intervals of 10 feet except where closure requires a lesser interval, but do not allow any section to be less than 4 feet in length.

520-6.2 Expansion Joints: Construct expansion joints at all inlets, at all radius points, and at other locations indicated in the plans. Locate them at intervals of 500 feet between other expansion joints or ends of a run. Ensure that the joint is 1/2 inch in width.

## PART 7 – FINISHING

520-7.1 Repair of Minor Defects: Remove the forms within 24 hours after placing the concrete, and then fill minor defects with mortar composed of one part portland cement and two parts fine aggregate. The Engineer will not allow plastering on the face of the curb. Remove and replace any rejected curb, curb and gutter, or valley gutter without additional compensation.

520-7.2 Final Finish: Finish all exposed surfaces while the concrete is still green. In general, the Engineer will only require a brush finish. For any surface areas, however, which are too rough or where other surface defects make additional finishing necessary, the Engineer may require the Contractor to rub the curb to a smooth surface with a soft brick or wood block, using water liberally. Also, if necessary to provide a suitable surface, the Engineer may require the Contractor to rub further, using thin grout or mortar.

## PART 8 – CURING

520-8.1 General: Continuously cure the concrete for a period of at least 72 hours. Commence curing after completely finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Immediately replace any curing material removed or damaged during the 72 hour period.

After removing the forms, cure the surfaces exposed by placing a berm of moist earth against them or by any of the methods described below, for the remainder of the 72 hour curing period.

520-8.2 Wet Burlap Method: Place burlap, as specified in 925-1, over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the burlap securely in place such that it will be in continuous contact with the concrete at all times, and do not allow any earth between the burlap surfaces at laps or between the burlap and the concrete. Saturate the burlap with water before placing it, and keep it thoroughly wet throughout the curing period.

520-8.3 Membrane Curing Compound Method: Apply clear membrane curing compound or white pigmented curing compound, as specified in 925-2, by a hand sprayer meeting the requirements of 350-3.10, in a single coat continuous film at a uniform coverage of at least one gallon per 200 square feet. Immediately recoat any cracks, checks, or other defects appearing in the coating. Thoroughly

agitate the curing compound in the drum prior to application, and during application as necessary to prevent settlement of the pigment.

520-8.4 Polyethylene Sheeting Method: Place polyethylene sheeting, as specified in 925-3, over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the sheeting securely in place and in continuous contact with the concrete at all times.

#### PART 9 – BACKFILLING AND COMPACTION.

After the concrete has set sufficiently, but not later than three days after pouring, refill the spaces in front and back of the curb to the required elevation with suitable material. Place and thoroughly compact the material in layers not thicker than 6 inches.

#### PART 10 – SURFACE REQUIREMENTS.

Test the gutter section of curb and gutter with a 10 foot straightedge laid parallel to the centerline of the roadway and while the concrete is still plastic. Perform straightedging along the edge of the gutter adjacent to the pavement or along other lines on the gutter cross-section, as directed by the Engineer. Immediately correct irregularities in excess of 1/4 inch.

#### PART 11 – METHOD OF MEASUREMENT.

For curb or curb and gutter, the quantity to be paid will be plan quantity, in feet, measured along the face of the completed and accepted curb or curb and gutter.

For valley gutter or shoulder gutter, the quantity to be paid will be plan quantity, in feet, measured along the gutter line of the completed and accepted valley gutter or shoulder gutter.

For concrete traffic separator of constant width, the quantity to be paid will be plan quantity, in feet, measured along the center of its width, completed and accepted, including the length of the nose.

For concrete traffic separator of varying width, the quantity to be paid will be plan quantity, in square yards, completed and accepted.

#### PART 12 – BASIS OF PAYMENT.

520-12.1 General: Price and payment will be full compensation for all work specified in this Section.

520-12.2 Excavation: Excavation will be paid for as Roadway Excavation in accordance with 120-12.2.

520-12.3 Reinforcement: Reinforcing steel will not be paid for separately. The Contractor shall include the cost of the steel in the Contract unit price for the item in which the steel is placed.

520-12.4 Joint Materials: The Contractor shall include the cost of all joint materials in the Contract unit price for the item in which they are used.

520-12.5 Asphalt Curb Pad: When detailed in the plans this material shall be included in the Contractors unit price for the item in which it is used.

520-12.6 Payment Items: Payment will be made under:

Item No. 520-1

FDOT Type F Curb

- per linear foot (LF)

**END OF SECTION 520**



**SECTION 522**  
**CONCRETE SIDEWALK AND DRIVEWAYS**

PART 1 – DESCRIPTION

Construct concrete sidewalks and driveways. Sidewalk will include sidewalk curb ramps.

PART 2 – MATERIALS

Meet the requirements specified in Florida DOT Specification 520-2.

PART 3 – FORMS

Provide forms as specified in Florida DOT Specification 520-3.

PART 4 - FOUNDATION

Compact fill areas, including cut areas under the sidewalk that have been excavated more than 6 inches below the bottom of sidewalk, to a minimum of 95% of AASHTO T99 density. The area to be compacted is defined as that area directly under the sidewalk and 1 foot beyond each side of the sidewalk when right-of-way allows.

PART 5 - JOINTS

522-5.1 Expansion Joints: Form 1/2-inch expansion joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections with a preformed joint filler meeting the requirements specified in 932-1.1.

522-5.2 Contraction Joints:

522-5.2.1 Types: The Contractor may use open type or sawed contraction joints.

522-5.2.2 Open-Type Joints: Form open type contraction joints by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, remove the bulkhead. After finishing the sidewalk over the joint, edge the slot with a tool having a 1/2-inch radius.

522-5.2.3 Sawed Joints: If electing to saw the contraction joints, cut a slot approximately 3/16-inch-wide and not less than 1-1/2 inches deep with a concrete saw after the concrete has set, and within the following periods of time:

Joints at not more than 30 feet intervals.... within 12 hours after finishing.

Remaining joints ..... within 96 hours after finishing.

PART 6 – PLACING CONCRETE

Place the concrete as specified in Florida DOT Specification 520-5.

PART 7 - FINISHING

522-7.1 Screeding: Strike-off the concrete by means of a wood or metal screed, used perpendicular to the forms, to obtain the required grade and remove surplus water and laitance.

522-7.2 Surface Requirements: Provide the concrete with a broom finish. Ensure that the surface variations are not more than 1/4 inch under a 10 foot straightedge, or more than 1/8 inch on a 5 foot transverse section. Finish the edge of the sidewalk with an edging tool having a radius of 1/2 inch. Place concrete as specified in Florida DOT Specification 350-8.

PART 8 – CURING

Cure the concrete as specified in Florida DOT Specification 520-8.

PART 9 – METHODS OF MEASUREMENT

The quantity to be paid will be the two-dimensional (plan) quantity, in square yards, completed and accepted. Ramps, reconstructed sidewalks, and sidewalk landings will be included in the area to be paid.

PART 10 – BASIS OF PAYMENT

Payment shall be made at the contract unit price for sidewalk up to 6" depth per square yard (SY). This price shall be full compensation for furnishing all materials, including but not limited to concrete, expansion joints, forms, and for all excavation, subgrade preparation, backfilling, grading, preparation, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

~~Item No. 522-1 Concrete Sidewalk (6" depth) per square yard (SY)~~

Payment for the removal of existing sidewalk, if required, shall be included in the contract unit price for miscellaneous demolition as defined in Section 110.

**END OF SECTION 522**

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**SECTION 710**  
**PAINTED PAVEMENT MARKINGS**

PART 1 – DESCRIPTION

Apply painted pavement markings, in accordance with the Contract Documents.

PART 2 – MATERIALS.

Use only materials listed on the Department's Approved Product List (APL) meeting the following requirements:

Raised Retroreflective Pavement Markers and Bituminous  
Adhesive .....Section 970  
Standard Paint ..... 971-1 and 971-3  
Durable Paint ..... 971-1 and 971-4  
Glass Spheres ..... 971-1 and 971-2

The Engineer will take random samples of all material in accordance with the Department's Sampling, Testing and Reporting Guide schedule.

PART 3 – EQUIPMENT.

Use equipment that will produce continuous uniform dimensions of pavement markings of varying widths and meet the following requirements:

1. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of paint and capable of following straight lines and making normal curves in a true arc.
2. Capable of applying glass spheres to the surface of the completed line by an automatic sphere dispenser attached to the pavement marking machine such that the glass spheres are dispensed closely behind the installed line. Use a glass spheres dispenser equipped with an automatic cut-off control that is synchronized with the cut-off of the paint and applies the glass spheres in a manner such that the spheres appear uniform on the entire pavement markings surface.
3. Capable of spraying the paint to the required thickness and width without thinning of the paint. Equip the paint tank with nozzles equipped with cut-off valves, which will apply broken or skip lines automatically.

PART 4 – APPLICATION.

710-4.1 General: Remove existing pavement markings, such that scars or traces of removed markings will not conflict with new pavement markings, by a method approved by the Engineer.

Before applying pavement markings, remove any material that would adversely affect the bond of the pavement markings by a method approved by the Engineer.

Apply standard paint to dry surfaces only, and when the ambient air and surface temperature is at least 40°F and rising.

Apply durable paint to dry surfaces only. Do not apply durable paint when the ambient air and surface temperature is below 50°F, relative humidity is above 80% or when the dew point is within 5°F of the ambient air temperature.

Do not apply painted pavement markings when winds are sufficient to cause spray dust.

Apply painted pavement markings, having well defined edges, over existing pavement markings such that not more than 2 inches on either end and not more than 1 inch on either side is visible. When stencils are used to apply symbols and messages, the areas covered by the stencil reinforcing will not be required to be painted.

Mix the paint thoroughly prior to pouring into the painting machine. Apply paint to the pavement by spray or other means approved by the Engineer.

Conduct field testing in accordance with FM 5-541. Remove and replace painted pavement markings not meeting the requirements of this Section at no additional cost to the Department.

Apply all pavement markings prior to opening the road to traffic.

710-4.1.1 Painted Pavement Markings (Final Surface): When permanent pavement markings (i.e., thermoplastic or permanent tape), are placed on concrete surfaces or newly constructed asphalt without rumble striping, the painted pavement markings (final surface) will include one application of standard paint and one application of Class B retroreflective pavement markers applied to the final surface. Wait at least 14 days after the application of painted pavement markings (final surface) to apply the thermoplastic. No minimum wait period is required for permanent tape.

When permanent pavement markings are placed on newly constructed asphalt with rumble striping, apply two applications of standard paint, one application of Class D retroreflective pavement markers, if applicable, and one application of Class B retroreflective pavement markers. For center line rumble striping installations, install Class D retroreflective pavement markers, remove them prior to grinding, and install Class B retroreflective pavement markers on the non-ground surface after grinding. A second application of standard paint must be applied within 24 hours of each day's grinding operation. Wait at least 14 days after the first application of painted pavement markings (final surface) to apply the thermoplastic.

When no permanent pavement markings are placed, the painted pavement markings (final surface) will include two applications of standard paint and one application of Class B retroreflective pavement markers applied to the final surface. Wait at least 14 days after the first application of painted pavement markings (final surface) to apply the second application of paint.

Apply all retroreflective pavement markers in accordance with Design Standards, Index No. 17352, prior to opening the road to traffic.

The final application of pavement markings must be applied prior to final acceptance of the project.

Apply all temporary retroreflective pavement markers meeting the requirements of Section 102.

Apply all permanent retroreflective pavement markers meeting the requirements of Section 706.

710-4.2 Thickness: Apply standard paint to attain a minimum wet film thickness in accordance with the manufacturer's recommendations. Apply durable paint to attain a minimum wet film thickness of 0.025 inches or 25 mils. Measure, record, and certify on a Department approved form and submit to the Engineer, the thickness of white and yellow durable paint pavement markings in accordance with FM 5-541.

710-4.3 Retroreflectivity: Apply white and yellow standard paint that will attain an initial retroreflectance of not less than 300 mcd/lx·m<sup>2</sup> and not less than 250 mcd/lx·m<sup>2</sup>, respectively. Apply white and yellow durable paint that will attain an initial retroreflectance of not less than 450 mcd/lx·m<sup>2</sup> and not less than 300 mcd/lx·m<sup>2</sup>, respectively.

Measure, record and certify on a Department approved form and submit to the Engineer, the retroreflectivity of white and yellow pavement markings in accordance with FM 5-541.

The Department reserves the right to test the markings within three days of receipt of the Contractor's certification. Failure to afford the Department opportunity to test the markings will result in non-payment. The test readings should be representative of the Contractor's pavement marking performance. If the retroreflectivity values measure below values shown above, reapply the pavement marking at no additional cost to the Department.

For standard paint, ensure that the minimum retroreflectance of white and yellow pavement markings are not less than 150 mcd/lx m<sup>2</sup>. If the retroreflectivity values for standard paint fall below the 150 mcd/lx m<sup>2</sup> value within 180 days of initial application, the pavement marking will be reapplied at the Contractor's expense. If the retroreflectivity values for durable paint fall below the initial values of 450 mcd/lx m<sup>2</sup> value for white and 300 mcd/lx m<sup>2</sup> for yellow within 180 days of initial application, the pavement marking will be reapplied at the Contractor's expense.

710-4.4 Color: Use paint material that meets the requirements of 971-1.

710-4.5 Glass Spheres: Apply glass spheres on all pavement markings immediately and uniformly following the paint application. The rate of application shall be based on the manufacturer's recommendation.

For longitudinal durable paint markings, apply a double drop of Type 1 and Type 3 glass spheres. For transverse durable paint markings, apply a single drop of Type 3 glass spheres.

The rate of application shall be based on the manufacturer's recommendation.

#### PART 5 – TOLERANCES IN DIMENSIONS AND IN ALIGNMENT.

Establish tack points at appropriate intervals for use in aligning pavement markings, and set a stringline from such points to achieve accuracy.

710-5.1 Dimensions:

710-5.1.1 Longitudinal Lines: Apply painted skip line segments with no more than plus or minus 12 inches variance, so that over-tolerance and under-tolerance lengths between skip line and the gap will approximately balance. Apply longitudinal lines at least 2 inches from construction joints of portland cement concrete pavement.

710-5.1.2 Transverse Markings, Gore Markings, Arrows, and Messages:

Apply paint in multiple passes when the marking cannot be completed in one pass, with an overall line width allowable tolerance of plus or minus 1 inch.

710-5.1.3 Contrast Lines: Use black paint to provide contrast on concrete or

light asphalt pavement, when specified by the Engineer. Apply black paint in 10 foot segments following each longitudinal skip line.

710-5.2 Alignment: Apply painted pavement markings that will not deviate more than 1 inch from the stringline on tangents and curves one degree or less. Apply painted pavement markings that will not deviate more than 2 inches from the stringline on curves greater than one degree. Apply painted edge markings uniformly, not less than 2 inches or more than 4 inches from the edge of pavement, without noticeable breaks or deviations in alignment or width.

Remove and replace at no additional cost to the Department, pavement markings that deviate more than the above stated requirements.

710-5.3 Correction Rates: Make corrections of variations in width at a maximum rate of 10 feet for each 0.5 inch of correction. Make corrections of variations in alignment at a maximum rate of 25 feet for each 1 inch of correction, to return to the stringline.

PART 6 – CONTRACTOR’S RESPONSIBILITY FOR NOTIFICATION.

Notify the Engineer prior to the placement of the materials. Furnish the Engineer with the manufacturer’s name and batch numbers of the materials and glass spheres to be used. Ensure that the approved batch numbers appear on the materials and glass spheres packages.

PART 7 – PROTECTION OF NEWLY APPLIED PAVEMENT MARKINGS.

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

PART 8 – CORRECTIONS FOR DEFICIENCIES TO APPLIED PAINTED PAVEMENT MARKINGS.

Reapply a 1.0 mile section, centered around any deficiency, at no additional cost to the Department.

PART 9 – SUBMITTALS.

710-9.1 Submittal Instructions: Prepare a certification of quantities, using the Department’s current approved form, for each project in the Contract. Submit the certification of quantities and daily worksheets to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

710-9.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification of quantities consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

PART 10 – METHOD OF MEASUREMENT.

No separate measurement shall be made for pavement markings.

PART 11 – BASIS OF PAYMENT.

710-11.1 General: Price and payment for pavement markings shall be paid for at the lump sum price for Pavement Markings. The price shall be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Price shall include the initial application and the final application with retroreflective media. Final payment will be withheld until all deficiencies are corrected.

Payment will be made under:

~~Item No. 710-1      Pavement Markings      lump sum (LS)~~

**END OF SECTION 710**

**SECTION 800  
SPECIAL PROVISIONS**

**Special Provision No. 1 – Utility Protection**

PART 1 – DESCRIPTION

This item shall consist of work required by Okaloosa Gas, Okaloosa Water & Sewer, or other applicable utility company to modify existing utility lines as approved by the Owner. The allowance is intended to cover any unforeseen conflicts or requirements to protect the existing utilities or other modifications as desired by the Owner, if any, not otherwise addressed in the contract drawings.

The temporary removal and replacement of irrigation lines shall not be included in this pay item and payment for irrigation modifications shall be incidental to 110-2 Miscellaneous Demolition.

An allowance of \$5,000 for Utility Protection shall be included in each bidder's bid amount for the Base Bid and for Bid Alternate #1 as shown in the Bid Schedule. The contractor shall only receive reimbursement from the allowance for the amount which is invoiced by an independent party or as otherwise approved in writing by the Owner prior to the work.

As a result, the amount paid to the contractor from the allowance may be less than the allowance amount. Any portions of the allowance not paid to the contractor shall be deducted from the contract price in the final change order.

PART 2 – METHOD OF MEASUREMENT

No separate measurement shall be made for Utility Protection.

PART 3 – BASIS OF PAYMENT

The Contractor's reimbursement shall be limited to reimbursement for costs which are invoiced by an independent party or as otherwise approved in writing by the Owner prior to the work. The full amount of the allowance may not be awarded.

Payment will be made under:

Item SP-1	Utility Protection –	Allowance (AL)
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Note: Payment for protecting and temporarily supporting existing utilities to remain and as identified in the contract drawings shall not be included in this item, but shall be incidental to the respective demolition item for which it is a part.

**End Special Provision No. 1**



**Special Provision No. 2 – Replanting**

PART 1 – DESCRIPTION

This item shall consist of work required to replant vegetation to serve as a buffer for residents. The provision is intended to address required plantings along the south side of Southwind Drive, including replacement of two (2) existing palm trees and planting of six (4) new crepe myrtle trees measuring no less than 10 ft in height. The replacement of the exiting palms may be permitted; however, construction shall warranty all new plantings for a one-year period commencing upon final acceptance of the project.

PART 2 – METHOD OF MEASUREMENT

No separate measurement shall be made for Replanting.

PART 3 – BASIS OF PAYMENT

Payment for replanting trees as required in the contract drawings shall be made at the contract lump sum price for Replanting. This price shall be full compensation for excavating, furnishing all materials, soils, water, and for all work associated with including labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

~~Item SP-2                      Replanting                      Lump Sum (LS)~~

**End Special Provision No. 2**

**Special Provision No. 3– FDOT Specifications and Design Standards**

General

Unless otherwise specified in the contract documents, all improvements shall be in accordance with specifications and requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, and the Florida Department of Transportation (FDOT) Design Standards, latest edition.

**End Special Provision No. 3**

**END OF SECTION 800**

**SECTION 981  
TURF MATERIALS**

**PART 1 – GENERAL**

The types of seed and sod will be specified in the Contract Documents. All seed and sod shall meet the requirements of the Florida Department of Agriculture and Consumer Services and all applicable state laws, and shall be approved by the Engineer before installation.

All seed, sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I “List of Invasive Species” from the Florida Exotic Pest Plant Council (FLEPPC, <http://www.fleppc.org>). Any plant officially listed as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Any such noxious or invasive plant or plant part found to be delivered in seed, sod or mulch will be removed by the Contractor at his expense and in accordance with the law.

All materials shall meet plant quarantine and certification entry requirements of Florida Department of Agriculture & Consumer Services, Division of Plant Industry Rules.

**PART 2 – SEED**

No seed shall be used on this project.

**PART 3 – SOD**

981-3.1 Types: Unless a particular type of sod is called for in the Contract Documents, sod may be either centipede or St. Augustine and must match existing. It shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to, private lawns, other types of sod may be used if desired by the affected property owners and approved by the Engineer.

981-3.2 Dimensions: The sod shall be taken up in commercial-size rectangles, or rolls, preferably 12 inches by 24 inches or larger, except where 6 inch strip sodding is called for, or as rolled sod at least 12 inches in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of 1-1/4 inches thick including a 3/4 inch thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be degradable within three years.

981-3.3 Condition: The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be planted within 48 hours after being cut and kept moist from the time it is cut until it is planted.

No sod which has been cut for more than 48 hours may be used unless specifically authorized by the Engineer. A letter of certification from the turf Contractor as to when the sod was cut, and what type, shall be provided to the Engineer upon delivery of the sod to the job site.

The source of the sod may be inspected and approved by the Engineer prior to being cut for use in the work.

**PART 5 – METHOD OF MEASUREMENT**

The quantity of sod to be paid will be the two-dimensional (plan) quantity, in square yards, completed and accepted. Sod required beyond the limits specified in the plans to repair turf areas damaged by the contractor in the performance of the work shall be restored at no cost to the Owner.

PART 6 – BASIS OF PAYMENT

Payment shall be made at the contract unit price for sod per square yard (SY). This price shall be full compensation for furnishing all materials, and for all site preparation, grading, preparation, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item No. 981-1                      Sodding, Centipede or St. Augustine                      -- per square yard (SY)

**END OF SECTION 981**