

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/05/2021

Contract/Lease Control #: C19-2836-PW

Procurement#: PW 55-19

Contract/Lease Type: CONTRACT

Award To/Lessee: C.W. ROBERTS CONTRACTING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/20/2019

Expiration Date: 04/12/2023

Description of: PJ ADAMS WIDENDING 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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2021.



WESTERN SURETY COMPANY

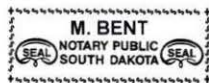
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of July, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204904 - 016010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Billie Jo Sanders, David J. Durden; Milton A. Kopf; Paul B. Scott Jr; Renee Ellis; Thomas J. Gentile

all of the city of Montgomery state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

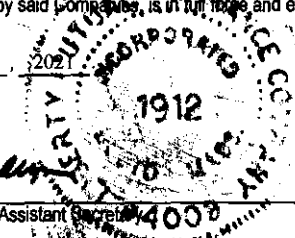
Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of July, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CONTRACT#: C19-2836-PW
 C.W. ROBERTS CONTRACTING, INC.
 PJ ADAMS WIDENDING PROJECT
 EXPIRES: 04/12/2023

CHANGE ORDER FORM

Date: April 14, 2021 Contract No.: C19-2836-PW Change Order No.: 2
 Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
 Contractor: CW Roberts Contracting, Inc.

The Contract/Agreement is modified as follows upon execution of this Change Order: See Continuation Sheet

Attachments: Estimated quantities by Engineer and pricing from Contractor (6 pages).
 Incorporated by Reference: Plans prepared by HDR titled PJ Adams Parkway, Multi-laning from SR 85N to Crab Apple Avenue, Revised 10-1-2020 and consisting of 153 Sheets; Plans prepared by Atkins titled City of Crestview, FL, PJ Adams Parkway Multi-Laning from West of Wild Horse to Crab Apple Avenue, dated July 2020, and consisting of 48 pages.

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$14,906,503.45
Net change by previously authorized Change Orders:	\$70,000.20
Present Contract Price:	\$14,976,503.65
This Change Order will (add/deduct):	\$5,203,596.76
New Contract Price:	\$20,180,100.41
CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	Substantial Completion - 820 days; Final Completion 910 days
Original Completion Dates:	Substantial: 12/03/2021; Final 3/03/2022
Net change by previously authorized Change Orders:	None
This Change Order will (add/deduct):	405 days
New Contract Time:	Substantial Completion - 1225 days; Final Completion 1315 days
New Completion Dates:	Substantial: 1/12/2023; Final 4/12/2023

APPROVALS

REQUESTED BY: [Signature] DATE: 4-23-2021
 PROJECT ENGINEER: [Signature] DATE: 4/23/21
 CONTRACTOR: Christopher M. Riley DATE: 04/14/21
 OWNER: [Signature] DATE: MAY 04 2021
 Carolyn N. Ketchel, Chairman



This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties. This includes changes to the On-The-Job Training Requirements based on new contract price (Ref Special Conditions 00810 Section 7-25).

Change Order Continuation Sheet

Contract No.: C19-2836-PW

Change Order No.: 2

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: CW Roberts Contracting, Inc.

The Contract/Agreement is modified as follows upon execution of this Change Order: Add the fourth and final segment of P.J. Adams Multi-Laning, from Wild Horse Dr. to Crab Apple Ave., to the scope of work, adjust contract time for the additional work plus time accrued as of February 14, 2021 for weather/recovery days and holiday time when contractor was asked not to work, and add the City of Crestview's utility adjustments within this segment. Because there are required utility adjustments (CenturyLink, AT&T, Verizon, OCWS, Okaloosa Gas, Cox Cable, and Gulf Power) within the segment and not a part of this scope of work, built into the contract time are 130 days. Contractor will coordinate and work with utilities to facilitate their relocations within the allotted time.



4/8/2021

Pay Item No.	Description	Unit	Additions (Deductions)	Unit Price	Contract Price Change
New Segment 4 (Wild Horse Dr. to Crab Apple Ave.)					
0101- 1-	MOBILIZATION	LS	1	\$629,600.00	\$629,600.00
0102- 1-	MAINTENANCE OF TRAFFIC	LS	1	\$46,120.00	\$46,120.00
0102- 2- 4	SPECIAL DETOUR 9	LS	1	\$23,400.00	\$23,400.00
0102- 2- 5	SPECIAL DETOUR 10	LS	1	\$16,050.00	\$16,050.00
0102- 2- 6	SPECIAL DETOUR 11	LS	1	\$19,400.00	\$19,400.00
0102- 60-	WORK ZONE SIGN	ED	5940	\$0.25	\$1,485.00
0102- 61-	BUSINESS SIGN	ED	700	\$0.40	\$280.00
0102- 71- 13	BARRIER WALL, TEMP., LOW PROFILE, CONCRETE	LF	204	\$56.80	\$11,587.20
0102- 74- 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	41850	\$0.10	\$4,185.00
0102- 74- 2	CHANNELIZING DEVICE- TYPE III, 6'	ED	2190	\$0.35	\$766.50
0102- 76-	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	120	\$6.00	\$720.00
0102- 78-	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA	1236	\$4.45	\$5,500.20
0102- 99-	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	900	\$12.00	\$10,800.00
0104- 10- 3	SEDIMENT BARRIER	LF	6338	\$4.60	\$29,154.80
0104- 15-	SOIL TRACKING PREVENTION DEVICE	EA	1	\$3,130.40	\$3,130.40
0104- 18-	INLET PROTECTION SYSTEM	EA	18	\$1,435.30	\$25,835.40
0110- 1- 1	CLEARING & GRUBBING - SEGMENT 4 (WILD HORSE DR. TO CRAB APPLE)	LS/AC	8.85	\$16,500.00	\$146,089.35
0110- 4- 10-	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	950	\$9.65	\$9,167.50
0120- 1-	REGULAR EXCAVATION	CY	23548.5	\$12.10	\$284,936.85
0120- 4-	SUBSOIL EXCAVATION	CY	2719.2	\$10.65	\$28,959.48
0120- 6-	EMBANKMENT	CY	24370.8	\$6.10	\$148,661.88
0160- 4-	TYPE B STABILIZATION	SY	19309.1	\$5.10	\$98,476.41
0285-710-	OPTIONAL BASE, BASE GROUP 10	SY	17677.33	\$19.60	\$346,475.67
0327-70-06	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	1291.081	\$6.70	\$8,650.24

Pay Item No.	Description	Unit	Additions (Deductions)	Unit Price	Contract Price Change
0334- 1- 53	SUPERPAVE ASPH CONC, TRAFFIC C, PG76-22	TN	2433.79	\$117.45	\$285,848.64
0337- 7- 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	1626.70	\$127.35	\$207,160.25
0400- 1- 2	CONCRETE CLASS I, ENDWALLS	CY	22.6	\$2,133.25	\$48,211.45
0400- 4- 1	CONCRETE CLASS IV, CULVERTS	CY	142.43	\$2,368.75	\$337,381.06
0415- 1- 1	REINFORCING STEEL, ROADWAY	LB	30797	\$2.70	\$83,151.90
0425- 1-351	INLETS, CURB, TYPE P-5, <10'	EA	12	\$9,013.80	\$108,165.60
0425- 1-361	INLETS, CURB, TYPE P-6, <10'	EA	3	\$9,013.80	\$27,041.40
0425- 1-549	INLETS, DT BOT, TYPE D, MODIFY	EA	1	\$7,511.50	\$7,511.50
0425- 1-559	INLETS, DT BOT, TYPE E, MODIFY	EA	1	\$7,500.00	\$7,500.00
0425-1-581	INLETS, DT BOT, TYPE H, <10'	EA	1	\$12,018.40	\$12,018.40
0425- 2-41	MANHOLE, TYPE P-7, <10'	EA	2	\$6,009.20	\$12,018.40
0430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	LF	68	\$120.20	\$8,173.60
0430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	LF	77	\$57.00	\$4,389.00
0430-175-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	1489	\$90.15	\$134,233.35
0430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	1019	\$102.15	\$104,090.85
0430-175-136	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 36"S/CD	LF	113	\$150.25	\$16,978.25
0430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	LF	185	\$77.10	\$14,263.50
0430-175-230	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 30"S/CD	LF	40	\$148.10	\$5,924.00
0430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	1	\$1,802.75	\$1,802.75
0430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	2	\$2,103.25	\$4,206.50
0430-982-633	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 30" CD	EA	1	\$5,107.85	\$5,107.85
0430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	2	\$1,802.75	\$3,605.50
0430-611-329	U-ENDWALL WITH BAFFLES, STD 261, 1:2 SLOPE, 24" PIPE	EA	1	\$4,200.00	\$4,200.00
0515- 1- 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	20	\$95.00	\$1,900.00
0520- 1- 7	CONCRETE CURB & GUTTER, TYPE E	LF	2238	\$24.80	\$55,502.40
0520- 1- 10	CONCRETE CURB & GUTTER, TYPE F	LF	4942	\$23.65	\$116,878.30
0520- 5- 11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	475	\$50.75	\$24,106.25
0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	3165.06	\$58.00	\$183,573.48
0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	153.28	\$79.15	\$12,132.11
0524- 1- 2	CONCRETE DITCH PAVEMENT - NON REINFORCED, 4"	SY	889.9	\$71.25	\$63,405.38
0527- 2-	DETECTABLE WARNINGS	SF	60	\$21.90	\$1,314.00

Pay Item No.	Description	Unit	Additions (Deductions)	Unit Price	Contract Price Change
0530- 3- 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	16	\$113.05	\$1,808.80
0536- 73-	GUARDRAIL REMOVAL	LF	503	\$1.80	\$905.40
0570- 1- 2	PERFORMANCE TURF, SOD	SY	24857	\$2.05	\$50,956.85
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1600	\$7.75	\$12,400.00
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	900	\$20.35	\$18,315.00
0700- 1- 11	SINGLE POST SIGN, F&I, <12SF	EA	12	\$414.35	\$4,972.20
0700- 1- 12	SINGLE POST SIGN, F&I, >12SF	EA	2	\$1,361.40	\$2,722.80
706- 3	Retro-Reflective Pavement Markers (W/R and Y/Y)	EA	314	\$4.75	\$1,491.50
710- 11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 6"	GM	1,481	\$1,183.15	\$1,752.25
0710-11-124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 18"	LF	176	\$3.00	\$528.00
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 24"	LF	41	\$3.55	\$145.55
710- 11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	GM	1,621	\$1,182.95	\$1,917.56
710- 11-290	Painted Pavement Markings, Yellow, Island Nose	SF	9.4	\$11.85	\$111.39
710- 90	Painted Pavement Markings, Final Surface	LS	1	\$10,700.00	\$10,700.00
0711- 11-123	Thermoplastic, White, Solid for Crosswalk and Roundabout, 12"	LF	393	\$3.55	\$1,395.15
0711- 11-124	Thermoplastic, White, Solid for Diagonals and Chevrons, 18"	LF	2144	\$4.75	\$10,184.00
0711- 11-125	Thermoplastic, White, Solid for Stop Line, 24"	LF	64	\$7.10	\$454.40
0711- 11-141	Thermoplastic, White, 6" 2-4 Dotted Guideline	GM	0.003	\$2,476.85	\$7.43
0711- 11-160	Thermoplastic, Message or Symbol (MERGE), (ONLY)	EA	2	\$118.40	\$236.80
0711- 11-170	Thermoplastic, Arrows	EA	8	\$106.55	\$852.40
0711- 11-224	Thermoplastic, Yellow, Solid for Diagonals and Chevrons, 18"	LF	675	\$4.75	\$3,206.25
0711- 14-160	Thermoplastic, Preformed, Message (Bike Symbol)	EA	3	\$177.55	\$532.65
0711- 14-170	Thermoplastic, Preformed, Arrows (BIKE Thru Arrow)	EA	3	\$118.40	\$355.20
0711- 16-101	Thermoplastic, Std - Other Surfaces, White, Solid, 6"	GM	1,090	\$4,486.90	\$4,890.72
0711- 16-102	Thermoplastic, Std - Other Surfaces, White, Solid, 8"	GM	0.151	\$4,972.00	\$750.77
0711- 16-131	Thermoplastic, Std - Other Surfaces, White, Skip/Dotted, 6" (10/30)	GM	0.660	\$2,474.70	\$1,633.30
0711- 16-201	Thermoplastic, Std - Open Graded Asphalt Surface, Yellow, Solid, 6"	GM	1,344	\$4,495.20	\$6,041.55
Subtotal New Segment 4					\$3,940,495.46

Pay Item No.	Description	Unit	Additions (Deductions)	Unit Price	Contract Price Change
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Segment 1 (FPN 421994-3-58-01) Traffic Control Plan Quantity Changes

0102- 60-	Work Zone Sign	ED	8350	\$0.25	\$2,087.50
0102- 61-	Business Sign	ED	150	\$0.40	\$60.00
0102- 74- 1	Channelizing Devices - Types I, II, IT, VP, Drum, or LCD	ED	40980	\$0.10	\$4,098.00
0102- 74- 2	Channelizing Devices - Type III, 6'	ED	4935	\$0.35	\$1,727.25
0102- 76-	Arrow Board / Advance Warning Arrow Panel	ED	960	\$6.00	\$5,760.00
0102- 99-	Portable Changeable Message Sign, Temporary	ED	2180	\$12.00	\$26,160.00
Subtotal Segment 1 (FPN 421994-3-58-01) Traffic Control Plan					\$39,892.75

Segment 2 (FPN 421994-7-58-01) Traffic Control Plan Quantity Changes

0102- 60-	Work Zone Sign	ED	17435	\$0.25	\$4,358.75
0102- 61-	Business Sign	ED	1200	\$0.40	\$480.00
0102- 74- 1	Channelizing Devices - Types I, II, IT, VP, Drum, or LCD	ED	31605	\$0.10	\$3,160.50
0102- 74- 2	Channelizing Devices - Type III, 6'	ED	6540	\$0.35	\$2,289.00
0102- 76-	Arrow Board / Advance Warning Arrow Panel	ED	40	\$6.00	\$240.00
0102- 99-	Portable Changeable Message Sign, Temporary	ED	1450	\$12.00	\$17,400.00
Subtotal Segment 2 (FPN 421994-7-58-01) Traffic Control Plan					\$27,928.25

Segment 3 (FPN 421994-8-58-01) Traffic Control Plan And Other Quantity Changes

0102- 60-	Work Zone Sign	ED	13645	\$0.25	\$3,411.25
0102- 61-	Business Sign	ED	150	\$0.40	\$60.00
0102- 74- 1	Channelizing Devices - Types I, II, IT, VP, Drum, or LCD	ED	15900	\$0.10	\$1,590.00
0102- 74- 2	Channelizing Devices - Type III, 6'	ED	235	\$0.35	\$82.25
0102- 76-	Arrow Board / Advance Warning Arrow Panel	ED	660	\$6.00	\$3,960.00
0102- 99-	Portable Changeable Message Sign, Temporary	ED	1130	\$12.00	\$13,560.00
0102-104-	Temporary Signalization and Maintenance, Intersection	ED	385	\$11.95	\$4,600.75
0102-107- 1	Temporary Traffic Detection and Maintenance, Intersection	ED	405	\$11.95	\$4,839.75
0102- 71- 13	Barrier Wall, Temp., Low Profile, Concrete	LF	-144	\$56.80	-\$8,179.20
0102- 78-	Temporary Retroreflective Pavement Marker	EA	-580	\$4.45	-\$2,581.00

Pay Item No.	Description	Unit	Additions (Deductions)	Unit Price	Contract Price Change
0104- 10- 3	Sediment Barrier	LF	-913	\$4.60	-\$4,199.80
0120- 1-	Regular Excavation	CY	-437	\$12.10	-\$5,287.70
0327-70-06	Milling Exist. Asph Pavt, 1-1/2" Avg Depth	SY	-804.11	\$6.70	-\$5,387.54
706- 3	Retro-Reflective Pavement Markers (W/R and Y/Y)	EA	-70	\$4.75	-\$332.50
710- 11-101	6" White, Solid	GM	-0.285	\$1,183.15	-\$337.20
710- 11-201	6" Yellow, Solid	GM	-0.285	\$1,182.95	-\$337.14
0711- 11-124	Thermoplastic, White, Solid for Diagonals and Chevrons, 18"	LF	-490	\$4.75	-\$2,327.50
0711- 11-160	Thermoplastic, Message or Symbol (MERGE), (ONLY)	EA	-1	\$118.40	-\$118.40
0711- 11-170	Thermoplastic, Arrows	EA	-1	\$106.55	-\$106.55
0711- 11-224	Thermoplastic, Yellow, Solid for Diagonals and Chevrons, 18"	LF	-81	\$4.75	-\$384.75
0711- 16-102	Thermoplastic, Std - Other Surfaces, White, Solid, 8"	GM	-0.184	\$4,972.00	-\$914.85
0711- 16-201	Thermoplastic, Std - Open Graded Asphalt Surface, Yellow, Solid, 6"	GM	-0.081	\$4,495.20	-\$364.11
Subtotal Segment 3 (FPN 421997-8-58-01) Traffic Control Plan and Other Quantity Changes					\$1,245.77

Total Roadwork Changes Segments 1 - 4

\$4,009,562.23

Segment 4 Utility Adjustments for City of Crestview (JPA)

0101-1	Mobilization (10%)	LS	1	\$112,200.00	\$112,200.00
1050-16-002	Utility Pipe, Remove & Dispose 2-4.9"	LF	200	\$24.05	\$4,810.00
1050-16-004	Utility Pipe, Remove & Dispose 8-19.9"	LF	6600	\$24.05	\$158,730.00
1050-31-202	Utility Pipe, F&I, PVC, SEW, 2" (includes fittings)	LF	200	\$60.97	\$12,194.00
1050-31-206	Utility Pipe, F&I, PVC, SEW, 6" (includes fittings)	LF	2070	\$120.28	\$248,979.60
1050-31-206	Utility Pipe, F&I, PVC, Water, 6" (includes fittings)	LF	200	\$69.89	\$13,978.00
1050-31-208	Utility Pipe, F&I, PVC, Water, 8"	LF	1670	\$65.45	\$109,301.50
1050-31-212	Utility Pipe, F&I, PVC, Water, 12"	LF	660	\$72.65	\$47,949.00
1050-42-206	Utility Pipe, F&I, HDPE, SEW, 8" (includes fittings) DIRECTIONAL DRILL	LF	600	\$117.63	\$70,578.00
1050-42-208	Utility Pipe, F&I, HDPE, Water, 10" (includes fittings) DIRECTIONAL DRILL	LF	600	\$150.50	\$90,300.00
1050-61110	Water Line Casing Under Asphalt 10"	LF	200	\$125.56	\$25,112.00
1050-61112	Water Line Casing Under Asphalt 12"	LF	200	\$120.20	\$24,040.00
1050-51-206	Utility Pipe, F&I, DI, SEW, 6" (includes expansion joints, clamps, and U-bolts)	LF	50	\$108.16	\$5,408.00
1050-51-208	Utility Pipe, F&I, DI, Water, 8" (includes expansion joints, clamps, and U-bolts)	LF	50	\$146.22	\$7,311.00

Pay Item No.	Description	Unit	Additions (Deductions)	Unit Price	Contract Price Change
1055-31-108	Utility Fittings, For PVC Pipe 8" and larger, Elbow	EA	6	\$903.10	\$5,418.60
1055-31-112	Utility Fittings, For PVC Pipe 12" and larger, Elbow	EA	4	\$1,847.50	\$7,390.00
1055-31-208	Utility Fittings, For PVC Pipe 8" and larger, Tee	EA	2	\$926.75	\$1,853.50
1055-31-308	Utility Fittings, For PVC Pipe 8" and larger, Reducer	EA	2	\$916.96	\$1,833.92
1055-31-312	Utility Fittings, For PVC Pipe 12" and larger, Reducer	EA	1	\$1,552.81	\$1,552.81
1055-31-508	Utility Fittings, For PVC Pipe 8" and larger, Cap	EA	2	\$903.15	\$1,806.30
1055-31-512	Utility Fittings, For PVC Pipe 12" and larger, Cap	EA	2	\$1,204.20	\$2,408.40
1060-11-212	Utility Structure, Below Ground, F&I, Manhole	EA	2	\$9,013.80	\$18,027.60
1060-21-10	Utility Structure-Above Ground, 0-1 CY pad, without cover	CY	1	\$2,403.70	\$2,403.70
1080-21-300	Adjust/Relocate Water Meter	EA	2	\$903.15	\$1,806.30
1080-21-108	Utility Fixture- Valve/Meter Box 6"	EA	6	\$1,505.20	\$9,031.20
1080-21-112	Utility Fixture- Valve/Meter Box 8"	EA	4	\$1,505.20	\$6,020.80
1080-24-106	6" Gate Valve F&I	EA	6	\$2,368.60	\$14,211.60
1080-24-108	8" Gate Valve F&I	EA	4	\$2,747.90	\$10,991.60
1080-24-112	12" Gate Valve F&I	EA	2	\$4,822.30	\$9,644.60
1080-25-106	Utility Fixture- Blowoff Assembly	EA	2	\$3,010.45	\$6,020.90
1080-27-106	Utility Fixture, 6" Line Stop Assembly, F&I (InsertaValve)	EA	6	\$10,566.70	\$63,400.20
1080-27-108	Utility Fixture, 8" Line Stop Assembly, F&I (InsertaValve)	EA	3	\$12,041.80	\$36,125.40
1080-27-112	Utility Fixture, 12" Line Stop Assembly, F&I (InsertaValve)	EA	1	\$27,395.10	\$27,395.10
1080-33-102	Utility Fixture, 2" Sewer Plug Valve	EA	2	\$602.10	\$1,204.20
1080-33-106	Utility Fixture, 6" Sewer Plug Valve	EA	5	\$2,107.30	\$10,536.50
1080-32-108	Corporation Stop 8" pipe	EA	3	\$3,010.45	\$9,031.35
1080-32-112	Corporation Stop 12" pipe	EA	1	\$3,010.45	\$3,010.45
1644-800	Relocate Fire Hydrant	EA	2	\$6,009.20	\$12,018.40
Subtotal Segment 4 Utility Adjustments for City of Crestview (JPA)					\$1,194,034.53

Net Change This Change Order

\$5,203,596.76

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/22/2019

Contract/Lease Control #: C19-2836-PW

Procurement#: PW 55-19

Contract/Lease Type: CONTRACT

Award To/Lessee: C.W. ROBERTS CONTRACTING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/20/2019

Expiration Date: 910 DAYS FROM NTP

Description of Contract/Lease: PJ ADAMS WIDENDING PROJECT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

CHANGE ORDER FORM

Date: April 8, 2021 Contract No.: C19-2836-PW Change Order No.: 1
 Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
 Contractor: CW Roberts Contracting, Inc.

The Contract/Agreement is modified as follows upon execution of this Change Order:

Between stations 2056+00 and 2057+55 (new westbound lanes only including turnlane to Northview Dr.) and for the section under construction of Northview Dr. from the PJ Adams ROW to the limit of (re)construction of Northview Dr. as shown in the plans, make the following changes in order to improve schedule and hence, minimize disruption of traffic at the intersection of Northview and PJ Adams: In lieu of Type B Stabilization, substitute 4" of SP 12.5 and utilize Optional Base Group 10 (SP 12.5/Black Base) for original OBG 10 (limerock) as bid; Substitute 3" of SP 12.5 for type B stabilization under curb and gutter section. Add new loop assemblies (2) upon completion. See continuation sheet for estimated quantities and cost adjustments.

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$14,906,503.45
Net change by previously authorized Change Orders:	\$0.00
Present Contract Price:	\$14,906,503.45
This Change Order will (add/deduct):	\$70,000.20
New Contract Price:	\$14,976,503.65
CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	Substantial Completion - 820 days; Final Completion 910 days
Original Completion Dates:	Substantial: 12/03/2021; Final 3/03/2022
Net change by previously authorized Change Orders:	None
This Change Order will (add/deduct):	No Change
New Contract Time:	No Change
New Completion Dates:	No Change

APPROVALS

REQUESTED BY: **Roy Petrey** Digitally signed by Roy Petrey Date: 2021.04.08 10:05:35 -05'00' DATE: _____
 PROJECT ENGINEER: **Scott Bitterman** Digitally signed by Scott Bitterman Date: 2021.04.08 12:43:44 -05'00' DATE: _____
 CONTRACTOR: **Christopher M Riley** Digitally signed by Christopher M Riley Date: 2021.04.08 12:43:44 -05'00' DATE: 04/08/2021
 OWNER: **John Hofstad** Digitally signed by John Hofstad Date: 2021.04.08 14:39:49 -05'00' DATE: _____
 John Hofstad, County Administrator

This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties. This includes changes to the On-The-Job Training Requirements based on new contract price (Ref Special Conditions 00810 Section 7-25).

Change Order Continuation Sheet

Contract No.: C19-2836-PW

Change Order No.: 1

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: CW Roberts Contracting, Inc.

Estimated quantities and costs for changes pursuant to this change order:

Deductions:

Type B Stabilization:	-1410 SY @ \$5.10/SY	-\$7,191.00
Optional Base Group 10 (Limerock)	-1410 SY @ \$19.60/SY	-\$27,636.00

Additions:

4" SP 12.5 in lieu of Type B Stabilization	1410 SY @ \$27.00/SY	\$38,070.00
Optional Base Group 10 (SP 12.5 in lieu of Limerock)	1410 SY @ \$43.00/SY	\$60,630.00
3" SP 12.5 Base in lieu of Type B Stabilization for Curb & Gutter	98 SY @ \$43/SY	\$4,214.00
Loop Assembly - Furnish and Install, Type A	2 Each @ \$956.60/Each	\$1,913.20

Total Change this Change Order **\$70,000.20**

For accounting purposes these adjustments fall within Segment 3 (FPN 421997-8-58-01)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2019

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

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

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME: Tracy Farragut
PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS: tfarragut@mcgriff.com

INSURED
C.W. Roberts Contracting, Inc.
P.O. Box 188
Hosford, FL 32334

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :Arch Insurance Company		11150
INSURER B :American Guarantee and Liability Insurance Company		26247
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:CG5KT5RW

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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:	X X	31PKG8930304	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X X	31PKG8930304	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X X	AUC107135102	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X	31WCI8930204	10/01/2019	10/01/2020	<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 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

Okaloosa County Board of County Commissioners, HDR Engineering, Inc., Florida Department of Transportation, Mott MacDonald and City of Crestview are Additional Insureds under General Liability, Automobile Liability and Excess Liability as required by written contract. Waiver of Subrogation applies in favor of aforementioned Additional Insureds with respect to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract.

CONTRACT#: C19-2836-PW
C.W. ROBERTS CONTRACTING, INC.
PJ ADAMS WIDENING PROJECT
EXPIRES: 910 DAYS FROM NTP

CERTIFICATE HOLDER

CANCEL

SHOULD THE EXI ACCORD

AUTHORIZED REPRESENTATIVE

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2019

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PRODUCER
MCGRIFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME: Tracy Farragut
PHONE (A/C, No, Ext): 800-476-2211
E-MAIL ADDRESS: tfarragut@mcgriff.com

FAX (A/C, No):

INSURED
C.W. Roberts Contracting, Inc.
P.O. Box 188
Hosford, FL 32334

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	Arch Insurance Company	11150
INSURER B		
INSURER C		
INSURER D		
INSURER E		
INSURER F		

COVERAGES

CERTIFICATE NUMBER: 326PWTG6

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: WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	31PKG8930304	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	31PKG8930304	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X	31WCI8930204	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: Okaloosa County Asphalt Materials

Okaloosa County Board of County Commissioners is Additional Insured under General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER

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

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579

NOTICE TO PROCEED

TO: C.W. Robert Contracting, Inc.
3372 Capital Circle NE
Tallahassee, FL 32308

PROJECT: PJ Adams Widening Project

DESCRIPTION: ITB PW 55-19, Contract C19-2836-PW

You are hereby notified you are able to commence WORK in accordance with the Agreement dated August 20, 2019. The work shall be substantially completed within 820 days and fully completed and ready for final payment within 910 days of Notice to Proceed.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, Attention: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536, within 15 days from the date this **NOTICE TO PROCEED** is fully executed.

Dated this 5th day of September, 2019

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

OWNER

BY:

Jeffrey Hyde, Purchasing Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Date of Commencement of Work: September 23 2019.

C.W. Roberts Contracting, Inc.
Company Name

This the 5th day of September, 2019

Signature

By: CHRIS RILEY Vice President
Type or Print Name/Title

PERFORMANCE BOND

Western Surety Company, 151 N. Franklin Street, Chicago, IL
Liberty Mutual Insurance Company

Bond No.: 30080266 / 016221228

CONTRACTOR:

(Name, legal status and address)

C.W. Roberts Contracting, Inc.
3372 Capital Circle NE
Tallahassee, FL 32308 (863-763-7373)

OWNER:

(Name, legal status and address)

Board of County Commissioners, Okaloosa County, FL
1250 N. Eglin Parkway
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Date:

Amount: \$14,906,503.45

Description:

(Name and location)

PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

SURETY:

(Name, legal status and principal place of business)

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
318-822-5000) and Liberty Mutual Insurance Company
175 Berkeley St., Boston, MA 02166 (972-808-4000)

Inst. #3301163 Bk: 3416 Pg: 1219

Page 1 of 10 Recorded: 8/28/2019 3:49 PM

RECORDING ARTICLE V: \$40.00 RECORDING: \$46.50

DEPUTY CLERK HOHARA
JD PEACOCK II CLERK OF COURTS.
OKALOOSA COUNTY, FLORIDA

BOND

Date: 8-20-19

(Not earlier than Construction Contract Date)

Amount: \$14,906,503.45

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

C.W. Roberts Contracting, Inc.

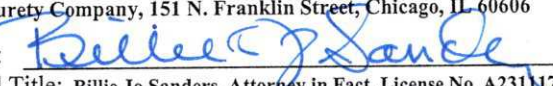
Signature: 

Name and Title: CUR → Riley Vice President

SURETY

Company: (Corporate Seal)

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

Signature: 

Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Turner Insurance & Bonding Company
2601 Bell Road
Montgomery, Alabama 36117
334-244-0004

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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 Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.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 Section 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;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .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 Section 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 Section 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 Owner's 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 Section 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:

- .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
- .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 Section 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 Section 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 Section 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 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 period of limitation 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 to the Contractor of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL


Company: _____ (Corporate Seal)

Signature: 
Name and Title: Chris Riley Vice President
Address: 3372 Capital Circle N.E Tallahassee, FL 32308

SURETY

Company: _____ (Corporate Seal)

Liberty Mutual Insurance Company

Signature: 
Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117
Address: 2601 Bell Road, Montgomery, Alabama 36117

PAYMENT BOND

**Western Surety Company, 151 N. Franklin Street, Chicago, IL
Liberty Mutual Insurance Company**

Bond No.: 30080266 / 016221228

CONTRACTOR:

(Name, legal status and address)

C.W. Roberts Contracting, Inc.
3372 Capital Circle NE
Tallahassee, FL 32308 (863-763-7373)

SURETY:

(Name, legal status and principal place of business)

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(318-822-5000) and Liberty Mutual Insurance Company
175 Berkeley St., Boston, MA 02166 (972-808-4000)

OWNER:

(Name, legal status and address)

Board of County Commissioners, Okaloosa County, FL
1250 N. Eglin Parkway
Shalimar, FL

CONSTRUCTION CONTRACT

Date:

Amount: 14,906,503.45

Description:

(Name and location)

PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

BOND

Date: 8-20-19

(Not earlier than Construction Contract Date)

Amount: \$14,906,503.45

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

C.W. Roberts Contracting, Inc.

Signature: *[Signature]*

Name and Title: Chris Riley Vice President

SURETY

Company: *(Corporate Seal)*

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

Signature: *[Signature]*

Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Turner Insurance & Bonding Company
2601 Bell Road
Montgomery, Alabama 36117
334-244-0004

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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 Section 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 Section 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,

- .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
- .2 have sent a Claim to the Surety (at the address described in Section 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 Section 13).

§ 6 If a notice of non-payment required by Section 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 Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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 Section 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 request 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 "labor, materials or equipment" that part of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

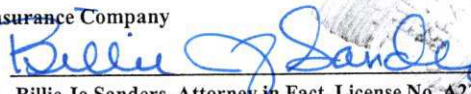
CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: 
Name and Title: CHRIS RILEY Vice President
Address: 3372 Capital Circle NE Tallahassee, FL 32308

SURETY

Company: _____ (Corporate Seal)

Liberty Mutual Insurance Company
Signature: 
Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117
Address: 2601 Bell Road, Montgomery, Alabama 36117

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

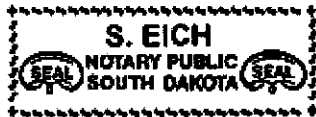
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8184956

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Durden; Renee Ellis; Thomas J. Gentile; Milton A. Kopf; Billie Jo Sanders; Paul B. Scott Jr

all of the city of Montgomery, state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of August, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

Procurement/Contract/Lease Number: TBD 5519 Tracking Number: 3472-19
Procurement/Contractor/Lessee Name: C.W. Roberts Grant Funded: YES ___ NO X
Purpose: PJ Adams Widening Project
Date/Term: 910 days 1. GREATER THAN \$100,000
Amount: 14,906,503.45 2. GREATER THAN \$50,000
Department: Autry 3. \$50,000 OR LESS
Dept. Monitor Name: PLE

Purchasing Review

Procurement or Contract/Lease requirements are met:
Debra Mason Date: 8-2-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: (1) verify cost analysis on file Grant Name: LAP
Danielle Garcia Date: 8.7.19
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-5-19
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 8-7-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, August 07, 2019 5:25 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: 55-19

PW 55-19 contract is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
[Kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, August 6, 2019 10:31 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: 55-19

Kerry,

Did you have a chance to review this yet? It is for the PJ Adams Construction project.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Karen Donaldson
Sent: Monday, August 05, 2019 9:51 AM
To: DeRita Mason
Subject: RE: 55-19 Contract Review

DeRita

This is approved for insurance purposes by risk management.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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 <dmason@myokaloosa.com>
Sent: Friday, August 2, 2019 1:07 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: 55-19 Contract Review

Karen,

Please use the link below to access the contact for review. It is too large to send via email.

<\\bccvmfs2\BCCNoBackup\BCCFileTransfer>

Thank you, DeRita

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
06/16

Project Description(s): P.J. Adams Parkway Widening (SR 85 to Wild Horse Drive)

Financial Project Number(s): 421997-3-68-01, 421997-7-68-01, 421997-8-68-01

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Convicted Vendor List/ Suspended Vendor List / Discriminatory Vendor List / Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
06/18

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Dekita Mason

Printed Name

Dekita Mason

Signature

Date:

7-30-19



Board of County Commissioners Purchasing Department

State of Florida

Date: July 26, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITB PW 55-19

PJ Adams Parkway Widening

Okaloosa County would like to thank all businesses, which submitted responses to PJ Adams Parkway Widening. (ITB PW 55-19)

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

C.W. Roberts Contracting, Inc.
3372 Capital Circle NE
Tallahassee, FL 32308

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

Jeffrey Hyde
Purchasing Manager



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

[Log In](#)

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⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 09/14/2019, from 8:00 AM to 1:00 PM (EDT).

⚠ ALERT: Due to increased volume and additional security requirements, a high number of entity registrations are pending CAGE review. Processing time currently exceeds the normal window of ten business days. Some users may experience processing delays of up to four weeks. Respond promptly if you are contacted by a CAGE Technician for additional information. Contact the [CAGE Help Desk](#) with urgent questions about a registration pending CAGE review.

Entity Dashboard

C. W. Roberts Contracting, Incorporated
 DUNS: 094593589 CAGE Code: 0CHA7
 Status: Active
 Expiration Date: 04/18/2020
 Purpose of Registration: All Awards

3372 Capital Cir NE
 Tallahassee, FL, 32308-3710,
 UNITED STATES

• [Entity Overview](#)

• [Entity Registration](#)

▸ [Core Data](#)

▸ [Assertions](#)

▸ [Reps & Certs](#)

▸ [POCs](#)

• [Exclusions](#)

▸ [Active Exclusions](#)

▸ [Inactive Exclusions](#)

▸ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Entity Overview

Entity Registration Summary

Name: C. W. Roberts Contracting, Incorporated
Business Type: Business or Organization
Last Updated By: Christopher Riley
Registration Status: Active
Activation Date: 04/19/2019
Expiration Date: 04/18/2020

Exclusion Summary

Active Exclusion Records? No



IBM-NP-20196814-1104
 WVVW8

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CONTRACT: C9-2836-PW
C.W. ROBERTS CONTRACTING, INC.
PJ ADAMS WIDENING PROJECT
EXPIRES: 910 FROM NTP



**ITB PW 55-19
PJ ADAMS PARKWAY
MULTI-LANING FROM SR 85N TO WILD HORSE DRIVE**

Okaloosa County, Florida

FINANCIAL PROJECT ID

421997-3-58-01

421997-7-58-01

421997-8-58-01

(FEDERAL FUNDS)

OKALOOSA COUNTY COMMISSIONERS

Charles K. Windes, Jr., Chair, District 5

Trey Goodwin, Vice Chair, District 4

Graham W. Fountain, District 1

Carolyn Ketchel, District 2

Nathan Boyles, District 3

COUNTY ADMINISTRATOR

John Hofstad

PUBLIC WORKS DIRECTOR

Jason Autrey, P.E.

COUNTY ENGINEER

Scott Bitterman, P.E.

ENGINEER OF RECORD

Michael B. Collins, P.E.

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 C. W. Roberts Contracting, Inc. of 160 Industrial Park Road, Freeport, Florida 32439, 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: PJ Adams Parkway Multi-Laning from SR 85N To Wild Horse Drive as shown in the Plans and Specifications. The WORK also includes utility adjustments for the City of Crestview as shown in the Plans and Specifications.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the WORK has been designed by HDR Engineering, 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. The OWNER has further retained a Construction Engineering and Inspection (CEI) firm to assist the ENGINEER.

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 820 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 910 calendar days after the date when the Contract Times commence to run.

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. 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 \$4,866.00 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 \$4,866.00 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 \$14,906,503.45 (fourteen million nine hundred six thousand five hundred three dollars and 45 cents)

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. 97 percent of Work completed (with the balance being retainage)

- b. 97 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. This Agreement (pages 00520-1 to 00520-12, inclusive).
 2. Bid Form with Attachments (pages 00410-1 to 00410-40, 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 00800-14 and Attachments “A”, “B”, “C”, “D”, inclusive).
 7. Special Conditions (pages 00810-1 to 00810-89, inclusive).
 8. Summary of Work (page 01010-1, inclusive).
 9. Project Closeout (pages 01700-1 to 01700-3, inclusive).
 10. Record Documents (pages 01750-1 to 01750-3, inclusive).
 11. Drawings
 - a. Roadway Plans consisting of 386 sheets with each sheet bearing the following general title: PJ Adams Parkway Multi-Laning from SR85N to Wild Horse Drive, (incorporated by reference).
 - b. Noise Wall Plans consisting of 17 sheets with each sheet bearing the following general title: PJ Adams Parkway Multi-Laning from SR85N to Wild Horse Drive, (incorporated by reference).
 - c. Signalization Plans consisting of 21 sheets with each sheet bearing the following general title: PJ Adams Parkway Multi-Laning from SR85N to Wild Horse Drive, (incorporated by reference).
 - d. Signing and Pavement Marking Plans consisting of 17 sheets with each sheet bearing the following general title: PJ Adams Parkway Multi-Laning from SR85N to Wild Horse Drive, (incorporated by reference).
 - e. Water & Sewer Plans (for JPA work) consisting of 26 sheets with each sheet bearing the following general title: PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive (incorporated by reference).
 12. Technical Specifications: City of Crestview Utility Relocations Associated with JPA As Part of PJ Adams Parkway Multi-Laning From SR 85N to Wild Horse, dated March 19, 2019 and consisting of 22 pages including cover.
 13. Addenda (numbers 1 to 4, inclusive).
 14. 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 three (3) years after termination of this Agreement.
- B. Contractor shall comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE (850) 689-5977 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 represent 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 Commissioners
 Address
1250 N. Eglin Parkway
Shalimar, FL 32579

 Phone
850-651-7105

CONTRACTOR:
C. W. Roberts Contracting, Inc.
 Address
160 Industrial Park Road
Freeport, Florida 32439

 Phone
850-835-3500 x 232

10.11 Federal Regulations for Title VI Clauses with Nondiscrimination Requirements

- A. During the performance of this CONTRACT, the parties shall comply with the Federal Regulations for Title VI Clauses for Compliance with Nondiscrimination Requirements as set forth herein.
 - 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 - 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- B. Title VI List of Pertinent Nondiscrimination Acts and Authorities
1. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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 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.

10.15 Record Retention

- A. All records should be maintained for a period of seven (7) years after completion of this contract.

10.16 Federal Aid Project Requirements

- A. This is a Federal Aid Project and is subject to all provisions for Federal Aid Construction Contract, Form FHWA 1273
- B. The Contractor shall be responsible for including these requirements in all subcontracts.
- C. Form FHWA 1273 is found as Attachment A to Section 00800, Supplementary Conditions.

10.16 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.

10.17 Conflict of Interest

- A. No member, officer or employee of the Okaloosa Board of County Commissioners during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- B. The Contractor shall incorporate subarticle 10.17.A into all subcontracts.

DOCUMENT 00410 – BID FORM WITH ATTACHMENTS
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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.
- K. BIDDER will ensure that all subcontractors to this contract are FDOT prequalified for the type of work they are responsible for under their subcontract.

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):

PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

May 9, 2019

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

This Agreement will be effective on AUG 20 2019 (which is the Effective Date of the Contract).

OWNER:

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman



CONTRACTOR:

C. W. Roberts Contracting, Inc.

By: Chris Riley

Title: Vice President

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

Attest: Sheila Hawley
Sheila Hawley

Title: Contract Administrator

Attest: Gary J. Stanford
Gary Stanford, Deputy Clerk of Courts



Address for giving notices:

1250 N. Eglin Parkway

Shalimar, FL 32579

Address for giving notices:

160 Industrial Park Road

Freeport, Florida 32439

License No.: GCG1505785

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

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 421997-3-58-01 QTY	Segment 2 FN 421997-7-58-01 QTY	Segment 3 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
1-A	0101- 1-	MOBILIZATION - SEGMENT 1 (85N TO KEY LIME)	LS	1			1	\$734,234.45	\$734,234.45
1-B	0101- 1-	MOBILIZATION - SEGMENT 2 (KEY LIME TO ASHLEY)	LS		1		1	\$488,118.80	\$488,118.80
1-C	0101- 1-	MOBILIZATION - SEGMENT 3 (ASHLEY TO WILDHORSE)	LS			1	1	\$485,332.80	\$485,332.80
2-A	0102- 1-	MAINTENANCE OF TRAFFIC - SEGMENT 1 (85N TO KEY LIME)	LS	1			1	\$107,881.05	\$107,881.05
2-B	0102- 1-	MAINTENANCE OF TRAFFIC - SEGMENT 2 (KEY LIME TO ASHLEY)	LS		1		1	\$73,236.25	\$73,236.25
2-C	0102- 1-	MAINTENANCE OF TRAFFIC - SEGMENT 3 (ASHLEY TO WILDHORSE)	LS			1	1	\$71,062.60	\$71,062.60
3	0102- 2- 1	SPECIAL DETOUR 1	LS	1			1	\$32,189.70	\$32,189.70
4	0102- 2- 2	SPECIAL DETOUR 2	LS		1		1	\$9,128.70	\$9,128.70
5	0102- 2- 3	SPECIAL DETOUR 3	LS		1		1	\$10,519.35	\$10,519.35
6	0102- 2- 4	SPECIAL DETOUR 4	LS			1	1	\$18,425.90	\$18,425.90
7	0102- 2- 5	SPECIAL DETOUR 5	LS			1	1	\$13,222.30	\$13,222.30
8	0102- 2- 6	SPECIAL DETOUR 6	LS			1	1	\$9,039.90	\$9,039.90
9	0102- 2- 7	SPECIAL DETOUR 7	LS	1			1	\$16,280.30	\$16,280.30
10	0102- 2- 8	SPECIAL DETOUR 8	LS	1			1	\$46,244.60	\$46,244.60
11	0102- 3-	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	5.4	8.8	11.9	26.1	\$29.70	\$775.17
12	0102- 60-	WORK ZONE SIGN	ED	16870	34920	29680	81470	\$0.25	\$20,367.50
13	0102- 61-	BUSINESS SIGN	ED	310	2480	310	3100	\$0.40	\$1,240.00
14	0102- 71- 13	BARRIER WALL, TEMP., LOW PROFILE, CONCRETE	LF	300	132	288	720	\$56.80	\$40,896.00
15	0102- 74- 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	82620	63560	60960	207140	\$0.10	\$20,714.00

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 421997-3-58-01 QTY	Segment 2 FPM 421997-7-18-01 QTY	Segment 3 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
16	0102-74-2	CHANNELIZING DEVICE, TYPE III, 6'	ED	9990	13140	7080	30160	\$ 0.35	\$ 10,556.00
17	0102-76-	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	1950	80	1330	3360	\$ 6.00	\$ 20,160.00
18	0102-78-	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA	2202	856	983	4041	\$ 4.45	\$ 17,982.45
19	0102-99-	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	4440	2900	2270	9610	\$ 12.00	\$ 115,320.00
20	0102-104-	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	ED			780	780	\$ 11.95	\$ 9,321.00
21	0102-107- 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	ED			820	820	\$ 11.95	\$ 9,799.00
22	0104- 10- 3	SEDIMENT BARRIER	LF	10800	7706	7673	25679	\$ 4.60	\$ 118,123.4
23	0104- 11-	FLOATING TURBIDITY BARRIER	LF	339			339	\$ 25.75	\$ 8,729.25
24	0104- 15-	SOIL TRACKING PREVENTION DEVICE	EA	1	1	1	3	\$ 3,130.40	\$ 9,391.20
25	0104- 18-	INLET PROTECTION SYSTEM	EA	16	8	12	36	\$ 1,435.30	\$ 51,670.80
26-A	0110- 1- 1	CLEARING & GRUBBING - SEGMENT 1 (85N TO KEY LIME)	LS/AC	1/11.11			1/11.11	\$ 10,056.30	\$ 111,725.49
26-B	0110- 1- 1	CLEARING & GRUBBING - SEGMENT 2 (KEY LIME TO ASHLEY)	LS/AC		1/7.49		1/7.49	\$ 9,323.90	\$ 69,836.01
26-C	0110- 1- 1	CLEARING & GRUBBING - SEGMENT 3 (ASHLEY TO WILD HORSE)	LS/AC			1/11.29	1/11.29	\$ 6,866.70	\$ 77,525.04
27-A	0110- 1- 1	CLEARING & GRUBBING (STOCKPILE LOCATION ONLY) - SEGMENT 1 (85N TO KEY)	LS/AC	1/1.94			1/1.94	\$ 5,919.05	\$ 11,482.96
27-B	0110- 1- 1	CLEARING & GRUBBING (STOCKPILE LOCATION ONLY) - SEGMENT 2 (KEY LIME)	LS/AC		1/1.94		1/1.94	\$ 5,919.05	\$ 11,482.96
27-C	0110- 1- 1	CLEARING & GRUBBING (STOCKPILE LOCATION ONLY) - SEGMENT 3 (ASHLEY TO)	LS/AC			1/1.94	1/1.94	\$ 5,919.05	\$ 11,482.96
28	0110- 4-10-	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY			1499	1499	\$ 9.65	\$ 14,465.35
29	0110- 7- 1	MAILBOX (F&I)	EA	1		2	3	\$ 177.55	\$ 532.65
30	0120- 1-	REGULAR EXCAVATION	CY	71484.1	4766.8	21824.6	98075.5	\$ 12.10	\$ 1,186,713.55

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 FFN 42197-3-58-81 QTY	Segment 2 FFN 42197-7-58-81 QTY	Segment 3 FFN 42197-9-58-81 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
31	0120- 4-	SUBSOIL EXCAVATION	CY		962.1		962.1	\$ 10.65	\$ 10,246.37
32	0120- 6-	EMBANKMENT	CY	9666.5	12472.5	16061.3	38200.3	\$ 6.10	\$ 233,021.83
33	0160- 4-	TYPE B STABILIZATION	SY	17851	21454	20143	59448	\$ 5.10	\$ 303,184.80
34	0285-710-	OPTIONAL BASE, BASE GROUP 10	SY	16406	17551	17306	51263	\$ 19.60	\$ 1,004,754.80
35	0286- 1	TURNOUT CONSTRUCTION	SY		121		121	\$ 22.30	\$ 2,698.30
36	0327- 70- 6	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	SY	921		804	1725	\$ 6.70	\$ 11,557.50
37	0334- 1- 53	SUPERPAVE ASPH CONC, TRAFFIC C, PG76-22	TN	2169.9	2480.3	2404.2	7004.4	\$ 117.45	\$ 822,666.78
38	0337- 7- 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	1378.9	1306.1	1494.1	4179.1	\$ 127.35	\$ 532,208.39
39	0339- 1-	MISCELLANEOUS ASPHALT PAVEMENT	TN	9.2			9.2	\$ 516.05	\$ 4,747.66
40	0400- 0-11	CONCRETE CLASS NS, GRAVITY WALL	CY			34.8	34.8	\$ 770.00	\$ 26,796.00
41	0400- 1- 2	CONCRETE CLASS I, ENDWALLS	CY	29.38			29.38	\$ 2,133.25	\$ 62,674.89
42	0400- 4- 1	CONCRETE CLASS IV, CULVERTS	CY	212.5	163.3	90.4	466.2	\$ 2,368.75	\$ 1,104,311.25
43	0415- 1- 1	REINFORCING STEEL, ROADWAY	LB	43141	23777	12848	79766	\$ 2.70	\$ 215,368.20
44	0425- 1- 361	INLETS, CURB, TYPE P-5, <10'	EA	10	4	5	19	\$ 9,013.80	\$ 171,262.20
45	0425- 1- 361	INLETS, CURB, TYPE P-6, <10'	EA	4	2	3	9	\$ 9,013.80	\$ 81,124.20
46	0425- 1-529	INLETS, DT BOT, TYPE C, MODIFY	EA			1	1	\$ 9,554.65	\$ 9,554.65
47	0425- 1-549	INLETS, DT BOT, TYPE D, MODIFY	EA	1			1	\$ 7,511.50	\$ 7,511.50
48	0425- 1-581	INLETS, DT BOT, TYPE H, <10'	EA			1	1	\$ 12,018.40	\$ 12,018.40
49	0425- 2- 41	MANHOLES, P-7, <10'	EA	1			1	\$ 6,009.20	\$ 6,009.20

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 RFN 421997-3-58-01 QTY	Segment 2 RFN 421997-7-58-01 QTY	Segment 3 RFN 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
50	0430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	27		34	61	\$ 120.20	\$ 7,332.20
51	0430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	290	529	579	1398	\$ 90.15	\$ 126,029.70
52	0430-175-124	PIPE CULVERT, OPT MATERIAL, ROUND, 24" S/CD	LF	2094	395	156	2645	\$ 102.15	\$ 270,186.75
53	0430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD	LF	70			70	\$ 120.20	\$ 8,414.00
54	0430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD	LF	61			61	\$ 150.25	\$ 9,165.25
55	0430-185-118	PIPE CULVERT, OPT MATERIAL, ROUND, JACK & BORE, 18", SIDE DRAIN	LF	62			62	\$ 360.55	\$ 22,354.10
56	0430-185-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, JACK & BORE, 24" S/CD	LF			78	78	\$ 450.70	\$ 35,154.60
57	0430-185-130	PIPE CULVERT, OPT MATERIAL, ROUND, JACK & BORE, 30", SIDE DRAIN	LF	70			70	\$ 480.75	\$ 33,652.50
58	0430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA			1	1	\$ 1,802.75	\$ 1,802.75
59	0430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	3		1	4	\$ 2,103.25	\$ 8,413.00
60	0430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	EA	1			1	\$ 5,107.85	\$ 5,107.85
61	0430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	2			4	\$ 1,802.75	\$ 7,211.00
62	0520- 1- 7	CONCRETE CURB & GUTTER, TYPE E	LF	1263	2548	4436	8247	\$ 24.80	\$ 204,525.60
63	0520- 1- 10	CONCRETE CURB & GUTTER, TYPE F	LF	4340	4301	2899	11540	\$ 23.65	\$ 272,921.00
64	0520- 5- 11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	777	355	304	1436	\$ 50.75	\$ 72,877.00
65	0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1377	2629	2493	6499	\$ 58.00	\$ 376,942.00
66	0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	85	283	105	473	\$ 79.15	\$ 37,437.95
67	0524- 1- 2	CONCRETE DITCH PAVEMENT - NON REINFORCED, 4"	SY		283	304	587	\$ 71.25	\$ 41,823.75
68	0527- 2-	DETECTABLE WARNINGS	SF	37	59	83	179	\$ 21.90	\$ 3,920.10

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 IPN 421967-3-58-01 QTY	Segment 2 IPN 421967-7-58-01 QTY	Segment 3 IPN 421967-9-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
69	0630- 3- 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	4.3	37.2	92.6	134.1	\$ 113.05	\$15,160.01
70	0634- 72-101	SOUND / NOISE BARRIER	SF		11310	9490	20800	\$ 100.45	\$2,089,360.00
71	0636- 1- 1	GUARDRAIL -ROADWAY	LF	388			388	\$ 23.20	\$ 9,001.60
72	0636- 73-	GUARDRAIL REMOVAL	LF	354		1205	1559	\$ 1.80	\$2,806.20
73	0536- 85- 24	GUARDRAIL END ANCHORAGE ASSEMBLY-PARALLEL	EA	1			1	\$ 3,070.45	\$ 3,070.45
74	0536- 85- 25	GUARDRAIL END ANCHORAGE ASSEMBLY-TYPE II	EA	1			1	\$ 1,127.90	\$1,127.90
75	0550- 10-236	FENCING, TYPE B, 6.1-7.0, RESET EXISTING	LF		163		163	\$ 17.75	\$ 2,893.25
76	0570-1-1	PERFORMANCE TURF	SY	7871	7871	7871	23613	\$ 0.85	\$ 20,071.05
77	0570- 1- 2	PERFORMANCE TURF, SOD	SY	35516	20123	35448	91087	\$ 2.05	\$ 186,728.35
78	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	3052	2748	2102	7902	\$ 7.75	\$ 61,240.50
79	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	506	298	659	1463	\$ 20.35	\$29,772.05
80	0632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1	1	1	3	\$ 3,706.90	\$11,120.70
81	632- 7- 6	SIGNAL CABLE, REMOVE- INTERSECTION	PI		1	1	2	\$ 334.80	\$669.60
82	633-1-121	FIBER OPTIC CONNECTION (F&I) (UNDERGROUND) (2-12 FIBERS)	LF	382	224	367	973	\$ 3.60	\$3,502.80
83	633-2-32	FIBER OPTIC CONNECTION (INSTALL) (TERMINATION)	EA	12	12	12	36	\$ 59.80	\$ 2,152.80
84	633-3-11	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPlice ENCLOSURE)	EA	1	1	1	3	\$ 2,301.85	\$6,905.55
85	633-3-12	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPlice TRAY)	EA	2	2	2	6	\$ 233.20	\$ 1,399.20
86	633-3-14	FIBER OPTIC CONNECTION HARDWARE (F&I) (BUFFER TUBE FAN OUT KIT)	EA	1	1	1	3	\$ 412.55	\$1,237.65
87	633-3-16	FIBER OPTIC CONNECTION HARDWARE (F&I) (PATCH PANEL, FIELD TERMINATED)	EA	1	1	1	3	\$ 3,437.85	\$ 10,313.55

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 421997-3-38-01 QTY	Segment 2 FPN 421997-7-38-01 QTY	Segment 3 421997-8-38-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
88	633-3-17	FIBER OPTIC CONNECTION HARDWARE (F&I) (CONNECTOR PANEL)	EA	1	1	1	3	\$ 371.90	\$ 1,115.70
89	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	11	20	15	46	\$ 717.45	\$ 33,002.70
90	635-2-12	PULL & SPLICE BOX, F&I, 24" x 36"	EA	4		4	8	\$ 1,328.50	\$ 10,628.00
91	635-2-13	PULL & SPLICE BOX, F&I, 30" x 60" RECT. OR 36" ROUND	EA	2	1	1	4	\$ 2,511.10	\$ 10,044.40
92	635-2-30	PULL & SPLICE BOX, INSTALL	EA	2	2		4	\$ 502.25	\$ 2,009.00
93	639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY	AS	1	1	1	3	\$ 1,736.25	\$ 5,208.75
94	639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	100	168	100	368	\$ 2.40	\$ 883.20
95	641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	1	1	1	3	\$ 956.60	\$ 2,869.80
96	641- 2- 70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA		2	2	4	\$ 3,348.15	\$ 13,392.60
97	646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	4	5	6	15	\$ 1,793.65	\$ 26,904.75
98	646- 1- 12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA			2	2	\$ 717.45	\$ 1,434.90
99	649-21-13	STEEL MAST ARM,F&I, DOUBLE ARM 60-50	EA	1			1	\$ 94,466.00	\$ 94,466.00
100	649- 21-14	STEEL MAST ARM,F&I, DOUBLE ARM 60-60	EA			2	2	\$ 82,508.30	\$ 165,016.60
101	649- 21-19	STEEL MAST ARM,F&I, DOUBLE ARM 70-60	EA		2		2	\$ 87,889.30	\$ 175,778.60
102	649-21-24	STEEL MAST ARM,F&I, DOUBLE ARM 78-50	EA	1			1	\$ 110,011.05	\$ 110,011.05
103	650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	6	4	6	16	\$ 1,130.00	\$ 18,080.00
104	650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	AS	2	4	2	8	\$ 1,554.50	\$ 12,436.00
105	653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	4	4	8	16	\$ 902.80	\$ 14,444.80
106	653- 1- 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS		1		1	\$ 1,434.95	\$ 1,434.95

\$1338.50
 * Multiplication error - resolved in favor of the math RP 8-1-19

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 421997-3-58-01 QTY	Segment 2 421997-7-58-01 QTY	Segment 3 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
107	660-1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	3	4	3	10	\$ 275.05	\$2,750.50
108	660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	1	1	2	4	\$ 412.55	\$ 1,650.20
109	660-2-101	LOOP ASSEMBLY- F&I, TYPE A	AS	4	6	6	16	\$ 956.60	\$15,305.60
110	660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	8	8	8	24	\$ 777.25	\$ 18,654.00
111	665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	4	6	8	18	\$ 418.50	\$ 7,533.00
112	670-5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	1	1	1	3	\$ 34,677.40	\$ 104,032.20
113	670- 5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS		1	1	2	\$ 669.25	\$ 1,339.30
114	700-1-11	Single Post Sign, F&I, <12'	EA	4	5	14	23	\$ 414.35	\$9,530.05
115	700- 1- 12	SINGLE POST SIGN, F&I, 12SF-20SF	EA		1		1	\$ 1,361.40	\$ 1,361.40
116	700- 1- 50	SINGLE POST SIGN, F&I, RELOCATE	EA		1		1	\$ 118.40	\$ 118.40
117	0705- 11- 13	DELINEATOR, HIGH VISABILITY MEDIAN	EA			2	2	\$ 207.15	\$ 414.30
118	700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	3	3	3	9	\$ 711.50	\$6,403.50
119	705- 11- 3	DELINEATOR, HIGH VISABILITY MEDIAN	EA	4	5		9	\$ 207.15	\$ 1,864.35
120	706-3	Retro-Reflective Pavement Markers (W/R)	EA	169	208	306	683	\$ 4.75	\$ 3,244.25
121	710-11-101	6" White, Solid	GM	2,623	1,485	1,405	5,513	\$ 1,183.15	\$ 6,522.71
122	710- 11-125	24" White, Solid for Stop Lines and Chevrons	LF	37		95	132	\$ 3.55	\$ 468.60
123	710-11-170	Directional Arrows	EA	3		9	12	\$ 59.20	\$ 710.40
124	710-11-201	6" Yellow, Solid	GM	2,589	1,485	1,56	5,634	\$ 1,182.95	\$ 6,664.74
125	710- 11-224	Painted Pavement Markings, Std. Yellow, Solid For Diagonals and Chevrons, 18"	LF			306	306	\$ 2.35	\$ 719.10

\$13,670,884.74 RP 8-1-19
See Item No. 113 above

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 FPN 421997-3-58-01 QTY	Segment 2 FPN 421997-7-58-01 QTY	Segment 3 FPN 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST	
126-A	710-90	Painted Pavement Markings, Final Surface	LS	1			1	\$ 4,113.75	\$ 4,113.75	
126-B	710-90	Painted Pavement Markings, Final Surface	LS		1		1	\$ 6,694.45	\$ 6,694.45	
126-C	710-90	Painted Pavement Markings, Final Surface	LS			1	1	\$ 7,842.75	\$ 7,842.75	
127	0711-11-123	Thermoplastic, White, Solid for Crossalk and Roundabout, 12"	LF	278	666	639	1583	\$ 3.55	\$ 5,619.65	
128	0711-11-124	Thermoplastic, White, Solid for Diagonals and Chevrons, 18"	LF	43	110	727	880	\$ 4.75	\$ 4,180.00	
129	0711-11-125	Thermoplastic, White, Solid for Stop Line, 24"	LF	154	232	176	562	\$ 7.10	\$ 3,990.20	
130	0711-11-141	Thermoplastic, Standard, White, 2-4 Dotted Guide Line/6-10 Dotted Extension, 6" (2/4)	GM	0.080		0.191	0.271	\$ 2,476.85	\$ 671.23	
131	0711-11-160	Thermoplastic, Message or Symbol (MERGE), (ONLY)	EA		4	2	6	\$ 118.40	\$ 710.40	
132	0711-11-170	Thermoplastic, Arrows	EA	6	17	20	43	\$ 106.55	\$ 4,581.65	
133	0711-11-224	Thermoplastic, Yellow, Solid for Diagonals and Chevrons, 18"	LF		18	80	98	\$ 4.75	\$ 465.50	
134	0711-11-241	Thermoplastic, Standard, Yellow, 2-4 Dotted Guide Line/6-10 dotted Extension, 6" (2/4)	GM	0.060	0.018		0.078	\$ 2,231.05	\$ 174.02	
135	0711-14-126	Thermoplastic, Preformed, White, Solid, 24" for Crosswalk	LF	161	282	329	772	\$ 16.55	\$ 12,776.60	
136	0711-14-160	Thermoplastic, Preformed, Message (Bike Symbol)	EA	5	8	9	22	\$ 177.55	\$ 3,906.10	
137	0711-14-170	Thermoplastic, Preformed, arrows (BIKE Thru Arrow)	EA	5	8	9	22	\$ 118.40	\$ 2,604.80	
138	0711-16-101	Thermoplastic, Std - Other Surfaces, White, Solid, 6"	GM	0.822	1.195	1.081	3.098	\$ 4,486.90	\$ 13,900.42	
139	0711-16-102	Thermoplastic, Std - Other Surfaces, White, Solid, 8"	GM	0.082	0.228	0.280	0.590	\$ 4,972.00	\$ 2,933.48	
140	0711-16-131	Thermoplastic, Std - Other Surfaces, White, Skip/Dotted, 6" (10/30)	GM	0.791	0.625	0.342	1.758	\$ 2,474.70	\$ 4,350.52	
141	0711-16-201	Thermoplastic, Std - Other Surfaces, Yellow, Solid, 6"	GM	0.671	1.004	1.037	2.712	\$ 4,495.20	\$ 12,190.98	
				Total Segments 1, 2, 3						
				FPN 421997-3-58-01, FPN 421997-7-58-01, FPN 421997-8-58-01						
								\$ 13,670,885.54		

JPA: City of Crestview Utility Adjustments						
BID SUMMARY - WATER & SEWER RELOCATION						
Item No.	FDOT PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	0101-1	MOBILIZATION	LS	1	\$210,322.40	\$210,322.40
2	0470-1	TREATED TIMBER, STRUCTURAL (INCLUDES DRIVING AND ALL HARDWARE)	MB	1.69	\$35,557.45	\$60,092.09
3	0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	9	\$1,201.85	\$10,816.65
4	0530-1	RIPRAP, SAND-CEMENT	CY	3	\$3,004.60	\$9,013.80
5	0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	22.4	\$180.30	\$4,038.72
6	0550-10-222	FENCING, TYPE B, 5.1'-6.0', WITH VINYL COATING	LF	80	\$34.70	\$2,776.00
7	0550-60-222	FENCE GATE, TYPE B, DOUBLE, 6.1'-12' OPENING	EA	1	\$1,028.75	\$1,028.75
8	1050-16-002	UTILITY PIPE, REMOVE & DISPOSE, 2-4.9"	LF	52	\$24.05	\$1,250.60
9	1050-16-004	UTILITY PIPE, REMOVE & DISPOSE, 8-19.9" (INCLUDES REMOVAL OF TIMBER SUPPORTS)	LF	1155	\$24.05	\$27,777.75
10	1050-31-202	UTILITY PIPE, F&I, PVC, SEW, 2" (INCLUDES FITTINGS)	LF	744	\$60.10	\$44,714.40
11	1050-31-206	UTILITY PIPE, F&I, PVC, SEW, 6" (INCLUDES FITTINGS)	LF	217	\$120.20	\$26,083.40
12	1050-31-208	UTILITY PIPE, F&I, PVC, SEW, 8" (INCLUDES FITTINGS)	LF	424	\$60.10	\$25,482.40
13	1050-31-201	UTILITY PIPE, F&I, PVC, WATER, 1.5" (INCLUDES FITTINGS)	LF	90	\$24.05	\$2,164.50
14	1050-31-202	UTILITY PIPE, F&I, PVC, WATER, 2" (INCLUDES FITTINGS)	LF	40	\$60.10	\$2,404.00
15	1050-31-206	UTILITY PIPE, F&I, PVC, WATER, 6" (INCLUDES FITTINGS)	LF	409	\$48.05	\$19,652.45
16	1050-31-208	UTILITY PIPE, F&I, PVC, WATER, 8"	LF	671	\$60.10	\$40,327.10
17	1050-31-210	UTILITY PIPE, F&I, PVC, WATER, 10"	LF	185	\$90.15	\$16,677.75
18	1050-31-212	UTILITY PIPE, F&I, PVC, WATER, 12"	LF	3428	\$63.10	\$216,306.80
19	1050-42-212	UTILITY PIPE, F&I, HDPE, WATER, 12"	LF	360	\$240.35	\$86,526.00
20	1050-51-208	UTILITY PIPE, F&I, DI, SEW, 8" (INCLUDES EXPANSION JOINTS, CLAMPS, AND U-BOLTS)	LF	721	\$120.20	\$86,664.20
21	1050-61104	Utility Pipe-Steel, F&I, Casing 4"	LF	42	120.20	\$5,048.40

WATER & SEWER RELOCATION (Continued)						
22	1050-61112	Utility Pipe-Steel, F&I, Casing 12"	LF	17	\$120.20	\$2,043.40
23	1050-61116	Utility Pipe-Steel, F&I, Casing 16"	LF	90	\$210.30	\$18,927.00
24	1050-61120	Utility Pipe-Steel, F&I, Casing 20"	LF	325	\$300.45	\$97,646.25
25	1060-11-212	UTILITY STRUCTURE, BELOW GROUND, F&I, MANHOLE 0-80FT3, 6.1'-12'	EA	6	\$9,013.80	\$54,082.80
26	1060-15	UTILITY STRUCTURE, BELOW GROUND, ADJUST/MODIFY	EA	3	\$1,502.30	\$4,506.90
27	1060-16	UTILITY STRUCTURE, BELOW GROUND, REMOVE & DISPOSE. CONTRACTOR TAKE OWNERSHIP	EA	2	\$2,403.70	\$4,807.40
28	1060-21-10	UTILITY STRUCTURE-ABOVE GROUND, 0-1 CY PAD, WITHOUT COVER	EA	1	\$2,403.70	\$2,403.70
29	1080-21-500	UTILITY FIXTURE, ADJUST SEWER VALVE	EA	5	\$1,201.85	\$6,009.25
30	1080-21-500	UTILITY FIXTURE, ADJUST WATER METER	EA	13	\$901.40	\$11,718.20
31	1080-21-500	UTILITY FIXTURE, ADJUST WATER VALVE	EA	10	\$1,201.85	\$12,018.50
32	1080-24-106	UTILITY FIXTURE, 6" GATE VALVE, ASSEMBLY, F&I	EA	3	\$2,343.60	\$7,030.80
33	1080-24-108	UTILITY FIXTURE, 8" GATE VALVE, ASSEMBLY, F&I	EA	7	\$2,704.15	\$18,929.05
34	1080-24-110	UTILITY FIXTURE, 10" GATE VALVE, ASSEMBLY, F&I	EA	1	\$4,176.40	\$4,176.40
35	1080-24-112	UTILITY FIXTURE, 12" GATE VALVE, ASSEMBLY, F&I	EA	13	\$4,777.30	\$62,104.90
36	1644-800	RELOCATE FIRE HYDRANT	EA	5	\$6,009.20	\$30,046.00
SUBTOTAL WATER & SEWER RELOCATION						\$1,235,618.71

SUMMARY OF COST	
	COST
SEGMENT I, II, III FPN 421997-3-58-01, FPN 421997-7-58-01, FPN 421997-8-58-01	\$ 13,670,885.54 \$13,670,884.74 RP 8-1-19
JPA: SUBTOTAL WATER & SEWER RELOCATION	\$ 1,235,618.71
TOTAL AMOUNT OF BID:	\$ 14,906,504.28 \$14,906,503.45 RP 8-1-19

Resolved in favor of math RP 8-1-19

ARTICLE 6 – TIME OF COMPLETION

- 6.01 BIDDER agrees that the Work will be substantially complete within 820 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 910 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. FDOT DBE Bid Package Information, Form 275-030-11
 - D. Conflict of Interest Disclosure
 - E. FDOT Drug-Free Workplace Program Certification, Form 375-040-18
 - F. Indemnification and Hold Harmless
 - G. Insurance Compliance Certification
 - H. Cone of Silence
 - I. Federal E-Verify Compliance Certification
 - J. Certification Regarding Child Labor
 - K. FDOT Non-Collusion Declaration, Form 575-060-13
 - L. Company Data
 - M. List of References
 - N. FDOT Certification for Disclosure of Lobbying, Form 375-030-33
 - O. FDOT Disclosure of Lobbying Activities, Form 375-030-34
 - P. FDOT Suspension and Debarment, Form 375-030-32
 - Q. FDOT Certification of Current Capacity, Form 525-010-46
 - R. Vendors on Scrutinized Companies Lists

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.
- 9.05 State (Florida or Other) Produced Materials
 - A. Pursuant to 23 CFR 635.409, no preferential consideration or similar restriction is imposed on materials incorporated into the Work contemplated by this contract.
- 9.06 State / Local Owned / Furnished / Designated Materials
 - A. All materials must be provided by the contractor.

PERFORMANCE BOND

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
Liberty Mutual Insurance Company

Bond No.: 30080266 / 016221228

CONTRACTOR:

(Name, legal status and address)

C.W. Roberts Contracting, Inc.
3372 Capital Circle NE
Tallahassee, FL 32308 (863-763-7373)

OWNER:

(Name, legal status and address)

Board of County Commissioners, Okaloosa County, FL
1250 N. Eglin Parkway
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Date:

Amount: \$14,906,503.45

Description:

(Name and location)

PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

SURETY:

(Name, legal status and principal place of business)

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
318-822-5000) and Liberty Mutual Insurance Company
175 Berkeley St., Boston, MA 02166 (972-808-4000)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$14,906,503.45

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company:

C.W. Roberts Contracting, Inc.

Signature:

Name and Title: Chris Riley Vice President

(Corporate Seal)

SURETY

Company:

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

Signature:

Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117

(Corporate Seal)

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Turner Insurance & Bonding Company
2601 Bell Road
Montgomery, Alabama 36117
334-244-0004

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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 Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.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 Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

to perform its obligations under this Bond, whichever occurs first. 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.

§ 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 to the Contractor of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title: Chris Riley Vice President

Address: 160 Industrial Park Rd
Freeport, FL 32439

SURETY

Company:

Liberty Mutual Insurance Company

Signature:

Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117

Address: 2601 Bell Road, Montgomery, Alabama 36117

(Corporate Seal)

PAYMENT BOND

Western Surety Company, 151 N. Franklin Street, Chicago, IL
Liberty Mutual Insurance Company

Bond No.: 30080266 / 016221228

CONTRACTOR:

(Name, legal status and address)

C.W. Roberts Contracting, Inc.
3372 Capital Circle NE
Tallahassee, FL 32308 (863-763-7373)

SURETY:

(Name, legal status and principal place of business)

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(318-822-5000) and Liberty Mutual Insurance Company
175 Berkeley St., Boston, MA 02166 (972-808-4000)

OWNER:

(Name, legal status and address)

Board of County Commissioners, Okaloosa County, FL
1250 N. Eglin Parkway
Shalimar, FL

CONSTRUCTION CONTRACT

Date:

Amount: 14,906,503.45

Description:

(Name and location)

PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$14,906,503.45

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company:

C.W. Roberts Contracting, Inc.

Signature:

Name and Title: CARRIS RILEY Vice President

SURETY

Company:

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

Signature:

Name and Title: Billie Jo Sanders Attorney in Fact, License No. A231117

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Turner Insurance & Bonding Company
2601 Bell Road
Montgomery, Alabama 36117
334-244-0004

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: 
Name and Title: Curtis R. Long Vice President
Address: 160 Industrial Park Rd
Fruitport, FL 32439

SURETY

Company: _____ (Corporate Seal)

Liberty Mutual Insurance Company
Signature: 
Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117
Address: 2601 Bell Road, Montgomery, Alabama 36117

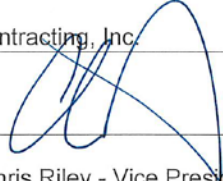
ARTICLE 10 – BID SUBMITTAL

Bidder: Indicate correct name of bidding entity:

C.W. Roberts Contracting, Inc.

By:

Signature:



Printed name: Chris Riley - Vice President

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

Attest:

Signature:



Printed name: Robert Delisle

Title: Secretary, CFO

Submittal Date: June 19, 2019

Address for giving notices:

160 Industrial Park Road, Freeport, FL 32439

Telephone Number: 850-835-3500 x 237

Fax Number: 850-880-6158

Contact Name: Bayn Powell

Contact Phone Number: 850-974-1525

Contact Email Address: bapowell@cwcontracting.com

Federal ID or SS Number: 59-1683951

Bidder's License No.: GCG1505785

DUNS Number: 094593589

SAM Number: OCHA7

DOCUMENT 00410 – ADDENDUM ACKNOWLEDGEMENT – ATTACHMENT “A”

Acknowledgement is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NUMBER	DATE
01	06/04/2019
02	06/10/2019
03	06/14/2019
04	06/14/2019

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the BIDDER to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

DOCUMENT 00410 – SCHEDULE OF SUBCONTRACTORS – ATTACHMENT “B”

Attachment “B” is not required to be submitted as part of the Bid Package as defined in Paragraph 11.02 of the Instructions to Bidders.

The following is a complete list of all subcontractors utilized for this project (if applicable):

- | | |
|--|---|
| <p>1. <u>Ingram Signalization</u>
 Company Name
 <u>Davis Hwy.</u>
 Address
 <u>Pensacola, FL 32503</u>
 City, State, Zip</p> | <p><u>Signal</u>
 Type of Work
 <u>850-433-8266</u>
 Telephone Number

 Federal ID Number</p> |
| <p>2. <u>GCUC</u>
 Company Name
 <u>13938 Hwy 77</u>
 Address
 <u>Southport, FL 32409</u>
 City, State, Zip</p> | <p><u>Drainage/Utilities</u>
 Type of Work
 <u>850-265-9949</u>
 Telephone Number

 Federal ID Number</p> |
| <p>3. <u>Mack Concrete Industries</u>
 Company Name
 <u>23902 CR 561</u>
 Address
 <u>Astatula, FL 34705</u>
 City, State, Zip</p> | <p><u>Noise Wall</u>
 Type of Work
 <u>352-742-2333</u>
 Telephone Number

 Federal ID Number</p> |
| <p>4. <u>P.N.J. Concrete</u>
 Company Name
 <u>1455 Boy Scout Road</u>
 Address
 <u>DeFuniak Springs, FL 32435</u>
 City, State, Zip</p> | <p><u>Concrete Flatwork</u>
 Type of Work
 <u>850-699-7393</u>
 Telephone Number

 Federal ID Number</p> |

Authorized Signature:  _____
 Chris Riley - Vice President

DOCUMENT 00410 – DBE BID PACKAGE INFORMATION – ATTACHMENT “C”

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 1 of 2**DBE Utilization**

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

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

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

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

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

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

Bid Opportunity List

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

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 2 of 2**DBE/AA Plans**

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

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

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

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

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

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


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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

June 26, 2019
Date


By (Signature)

C.W. Roberts Contracting, Inc.
Firm Name

Chris Riley
By (Printed)

160 Industrial Park Road
Address

Vice President
Title

Freeport, FL 32439
Address

criley@cwrcontracting.com
Email

850-835-3500
Office Number

850-527-4126
Cell Number

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.

June 26, 2019

 Date



 By (Signature)

C.W. Roberts Contracting, Inc.

 Firm Name

Chris Riley

 By (Printed)

160 Industrial Park Road

 Address

Vice President

 Title

Freeport, FL 32439

 Address

criley@cwrcontracting.com

 Email

850-835-3500

 Office Number

850-527-4126

 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 Construction Engineering and Inspection Consultant, the Design Engineer, the City of Crestview and the State of Florida, Department of Transportation and its officers and employees 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 misconduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and Owner's sovereign immunity.

June 26, 2019

Date

By (Signature)

C.W. Roberts Contracting, Inc.

Firm Name

Chris Riley

By (Printed)

160 Industrial Park Road

Address

Vice President

Title

Freeport, FL 32439

Address

criley@cwrcontracting.com

Email

850-835-3500

Office Number

850-527-4126

Cell Number

850-880-6158

Fax Number

850-545-0191;850-527-4157;850-533-6809;850-527-4126


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 55-19**, 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.

June 26, 2019
Date


By (Signature)

C.W. Roberts Contracting, Inc.
Firm Name

Chris Riley
By (Printed)

160 Industrial Park Road
Address

Chris Riley - Vice President
Title

Freeport, FL 32439
Address

criley@cwrcontracting.com
Email

850-835-3500
Office Number

850-527-4126
Cell Number

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

The Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) 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 when the procurement is advertised until contract is awarded.

When the solicitation period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

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 C.W. Roberts Contracting, Inc.
Signature Company Name

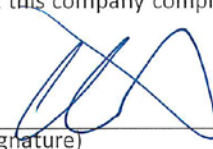
On this 26th day of June, 2019 hereby agree to abide by the County’s “**No Contact Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

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.

June 26, 2019
Date


By (Signature)

C.W. Roberts Contracting, Inc.
Firm Name

Chris Riley
By (Printed)

160 Industrial Park Road
Address

Vice President
Title

Freeport, FL 32439
Address

criley@cwrcontracting.com
Email

850-835-3500
Office Number

850-527-4126
Cell Number

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/) 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.

June 26, 2019

Date

By (Signature)

C.W. Roberts Contracting, Inc.

Firm Name

Chris Riley

By (Printed)

160 Industrial Park Road

Address

Vice President

Title

Freeport, FL 32439

Address

criley@cwrcontracting.com

Email

850-835-3500

Office Number

850-527-4126

Cell Number

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

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

575-080-13
RIGHT OF WAY
05/01

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

I, Chris Riley, hereby declare that I am
(NAME)
Vice President of C.W. Roberts Contracting, Inc.
(TITLE) (FIRM)
of 160 Industrial Park Road, Freeport, FL 32439
(CITY AND STATE)

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

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal

PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive ADDENDUM NO. 2 May 9, 2019
antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

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

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

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

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

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

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

CONTRACTOR: _____ (Seal)
C.W. Roberts Contracting, Inc.
BY: Chris Riley - Vice President
NAME AND TITLE PRINTED
BY: _____
SIGNATURE

WITNESS: Shirley Hopkins
WITNESS: Bay Roll

Executed on this 26th day of June, 2019

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

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

DOCUMENT 00410 – COMPANY DATA – ATTACHMENT “L”

Bidder's Company Name: C.W. Roberts Contracting, Inc.

Physical Address: 160 Industrial Park Road
Freeport, FL 32439

Contact Person (printed): Chris Riley

Phone Number: 850-835-3500 x 232 Fax Number: 850-880-6158

Cell Number: 850-527-4126

Email: criley@cwrcontracting.com

Federal ID or SS Number: 59-1683951

Bidder's License Number: GCG1505785

Emergency After-Hours,
Weekend or Holiday Contact
with Number: Chris Riley - 850-527-4126

DOCUMENT 00410 – LIST OF REFERENCES – ATTACHMENT “M”

- | | |
|---|---------------------------------|
| 1. <u>Florida Department of Transportation</u> | <u>Ed Hudec</u> |
| Company Name | Contact Person |
| <u>1074 Hwy 90</u> | <u>850-330-1250</u> |
| Address | Telephone Number |
| <u>Chipley, FL 32428</u> | <u>Ed.Hudec@dot.state.fl.us</u> |
| City, State, Zip | Email |
| 2. <u>Corvias Military Living</u> | <u>Bob McDonald</u> |
| Company Name | Contact Person |
| <u>501 Nakina Drive</u> | <u>850-613-5011</u> |
| Address | Telephone Number |
| <u>Eglin AFB, FL 32542</u> | |
| City, State, Zip | Email |
| 3. <u>Department of the Air Force - Eglin AFB</u> | <u>Mike Newell</u> |
| Company Name | Contact Person |
| <u>308 West D Avenue, Suite 130 (Bldg 260)</u> | <u>850-883-1353</u> |
| Address | Telephone Number |
| <u>Eglin AFB, FL 32542</u> | <u>michael.newell@us.af.mil</u> |
| City, State, Zip | Email |

DOCUMENT 00410 – CERTIFICATION REGARDING LOBBYING – ATTACHMENT “N”

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
0/01

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

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

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

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

Name of Consultant: C.W. Roberts Contracting, Inc.

By: Chris Riley  Date: June 26, 2019

Authorized Signature: _____

Title: Vice President

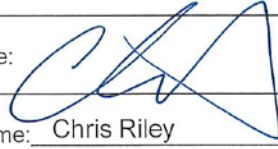
DOCUMENT 00410 – CERTIFICATION REGARDING LOBBYING – ATTACHMENT “O”

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-34
PROCUREMENT
02/16

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: C.W. Roberts Contracting, Inc. 160 Industrial Park Road Freeport, FL 32439 Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Chris Riley Title: Vice President Telephone No.: 850-527-4126 Date (mm/dd/yyyy): 06/26/2019	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DOCUMENT 00410 – SUSPENSION AND DEBARMENT – ATTACHMENT “P”

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

375-030-32
PROCUREMENT
11/15

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

Name of Consultant/Contractor C.W. Roberts Contracting, Inc.

By: Chris Riley

Date: June 26, 2019

Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\\ENGVM1\PWData\EngDiv\Projects_FDOT_TRIP\10464 - PJ Adams TRIP 1 ARB51\Bid Docs\ITB 55-19 Final\Final Working Folder\Project Manual PW 55-19 sec_410 (10_JUN_19).doc

DOCUMENT 00410 – CERTIFICATION OF CURRENT CAPACITY – ATTACHMENT “Q”

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

By executing this Certificate C.W. Roberts Contracting, Inc., 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: June 26, 2019

SIGNATURE: 

COMPANY: C.W. Roberts Contracting, Inc.

NAME: Chris Riley
(Typed or Printed)

ADDRESS: 160 Industrial Park Road

TITLE: Vice President

Freeport, FL 32439

E-MAIL: criley@cwrcontracting.com

PHONE NO.: 850-835-3500 x 232

END OF DOCUMENT 00410 – BID FORM WITH ATTACHMENTS

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PERFORMANCE BOND

Western Surety Company, 151 N. Franklin Street, Chicago, IL
Liberty Mutual Insurance Company

Bond No.: 30080266 / 016221228

CONTRACTOR:

(Name, legal status and address)

C.W. Roberts Contracting, Inc.
3372 Capital Circle NE
Tallahassee, FL 32308 (863-763-7373)

SURETY:

(Name, legal status and principal place of business)

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
318-822-5000) and Liberty Mutual Insurance Company
175 Berkeley St., Boston, MA 02166 (972-808-4000)

OWNER:

(Name, legal status and address)

Board of County Commissioners, Okaloosa County, FL
1250 N. Eglin Parkway
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Date:

Amount: \$14,906,503.45

Description:

(Name and location)

PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

BOND

Date: 8-20-19

(Not earlier than Construction Contract Date)

Amount: \$14,906,503.45

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

C.W. Roberts Contracting, Inc.

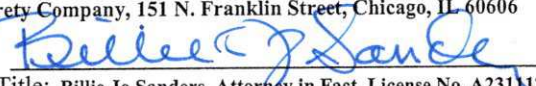
Signature: 

Name and Title: C.W. Roberts, Vice President

SURETY

Company: *(Corporate Seal)*

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

Signature: 

Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Turner Insurance & Bonding Company
2601 Bell Road
Montgomery, Alabama 36117
334-244-0004

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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 Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.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 Section 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;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .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 Section 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 Section 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 Owner's 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 Section 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:

- .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
- .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 Section 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 Section 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 Section 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 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 period of limitation 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 to the Contractor of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL


Company: _____ (Corporate Seal)

Signature: 
Name and Title: Chris Riley, Vice President
Address: 3372 Capital Circle N.E.
Tallahassee, FL 32308

SURETY

Company: _____ (Corporate Seal)

Liberty Mutual Insurance Company

Signature: 
Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117
Address: 2601 Bell Road, Montgomery, Alabama 36117

PAYMENT BOND

Western Surety Company, 151 N. Franklin Street, Chicago, IL
Liberty Mutual Insurance Company

Bond No.: 30080266 / 016221228

CONTRACTOR:

(Name, legal status and address)

C.W. Roberts Contracting, Inc.
3372 Capital Circle NE
Tallahassee, FL 32308 (863-763-7373)

SURETY:

(Name, legal status and principal place of business)

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(318-822-5000) and Liberty Mutual Insurance Company
175 Berkeley St., Boston, MA 02166 (972-808-4000)

OWNER:

(Name, legal status and address)

Board of County Commissioners, Okaloosa County, FL
1250 N. Eglin Parkway
Shalimar, FL

CONSTRUCTION CONTRACT

Date:

Amount: 14,906,503.45

Description:

(Name and location)

PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

BOND

Date: 8-20-19

(Not earlier than Construction Contract Date)

Amount: \$14,906,503.45

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

C.W. Roberts Contracting, Inc.

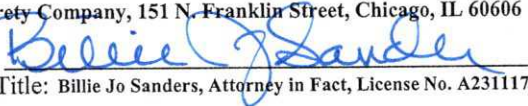
Signature: 

Name and Title: Chris Riley Vice Pres. *Contract*

SURETY

Company: *(Corporate Seal)*

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

Signature: 

Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Turner Insurance & Bonding Company
2601 Bell Road
Montgomery, Alabama 36117
334-244-0004

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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 Section 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 Section 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,

- .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
- .2 have sent a Claim to the Surety (at the address described in Section 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 Section 13).

§ 6 If a notice of non-payment required by Section 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 Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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 Section 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 request 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 "labor, materials or equipment" that part of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: 

Name and Title: Chris Riley Vice President

Address: 3372 Capital Circle NE
Tallahassee, FL 32308

SURETY

Company: _____ (Corporate Seal)

Liberty Mutual Insurance Company

Signature: 

Name and Title: Billie Jo Sanders, Attorney in Fact, License No. A231117

Address: 2601 Bell Road, Montgomery, Alabama 36117

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton Kopf III, Individually A

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8184956

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Durden; Renee Ellis; Thomas J. Gentile; Milton A. Kopf; Billie Jo Sanders; Paul B. Scott Jr

all of the city of Montgomery, state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of August, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DOCUMENT 00700 – GENERAL CONDITIONS

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



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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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)

- 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.

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)

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

- 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:

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,

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.

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.

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

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

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

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

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.

- 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.

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.

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

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

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

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

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.

- 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

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

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

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

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

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.

- 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

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

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.

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.

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:

(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;

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**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.

4.02 Starting the Work

Delete paragraph 4.02.A and replace with the following:

- A. Notify the Engineer not less than five days in advance of the planned start day of work. Upon the receipt of such notice, the Engineer may give the Contractor Notice to Proceed and may designate the point or points to start the work. In the Notice to Proceed, the Engineer may waive the five day advance notice and authorize the Contractor to begin immediately. Notify the Engineer in writing at least two days in advance of the starting date of important features of the work. Do not commence work under the Contract until after the Department has issued the Notice to Proceed.

4.03 Reference Points

Delete Paragraph 4.03 in its entirety.

4.04 Progress Schedule

Amend Paragraph 4.04 where all references to Paragraph 2.05 should now reference in Document 00810 Special Conditions Subarticle 8-3.2.

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) 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 mediation) 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

Add the following new paragraph immediately following Paragraph 5.03.B:

- C. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:
1. Roadway Plans for PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive, prepared by HDR Engineering, Inc., Pensacola, FL 32502, entitled: "PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive", consisting of 386 sheets numbered 1 to 386, inclusive, Report of Core Borings as shown on Plan sheets 100-104.
 2. Noise Wall Plans for PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive, prepared by HDR Engineering, Inc., Pensacola, FL 32502, entitled: "PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive", consisting of 17 sheets numbered 1 to 17, inclusive, Report of Core Borings as shown on Plan sheets BW-14 thru BW-17
 3. Signalization Plans for PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive, prepared by HDR Engineering, Inc., Pensacola, FL 32502, entitled: "PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive", consisting of 21 sheets numbered 1 to 21, inclusive, Report of Core borings as shown on Plan sheets T-19 thru T-21
 - a. All of the information in such Report of Core Borings constitute Technical Data on whose accuracy Contractor may rely.

5.06 Hazardous Environmental Conditions

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. 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 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.

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

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:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman’s):	<u>Statutory</u>
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>5,000,000</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: HDR Engineering, Inc. 15 W. Cedar St, Ste. 200, Pensacola, FL 32502; Florida Department of Transportation 680 Suwannee Street, Tallahassee FL 32399; Mott MacDonald (as CEI) 220 West Garden Street, Suite 700, Pensacola, FL 32502, and City of Crestview 198 N. Wilson St., Crestview, FL 32536.

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 regular (day light) working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or the following holidays: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 24 through January 2, inclusive. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or the aforementioned holidays only with Owner’s written consent. Working hours shall be declared by the Contractor and accepted by Engineer at the Preconstruction Conference.
 1. While work is suspended during the holidays listed in 7.02.B, Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the FDOT Standard Specifications for Road and Bridge Construction. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104.
 2. If night work is requested by the Contractor and approved in writing by the Owner, Contractor shall provide lighting in accordance with 8-4.1 of FDOT Standard Specifications for Road and Bridge Construction.

7.04 "Or Equals"

Delete Paragraph 7.04 in its entirety.

7.07 Patent Fees and Royalties

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

- 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 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 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 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. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Engineering and Inspection (CEI) consultant, the Design Engineer, the City of Crestview, the State of Florida, Department of Transportation and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this subarticle 7.18.A is intended to nor shall it constitute a waiver of the State of Florida and Owner's sovereign immunity.

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.
- D. Owner has retained a CEI (Construction Engineering and Inspection) consultant firm to perform the role of RPR described in subarticle 9.03 and to schedule and conduct meetings and negotiate requested changes for consideration by Owner.

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

Delete paragraphs 11.01.A.2, 11.03, 11.04.B, 11.04.C, 11.06, 11.07.A.4, and 11.07.B in their entirety.

ARTICLE 12 – CLAIMS

Article 12 is deleted in its entirety. Article 12 is replaced by Subarticle 5-12 “Claims by Contractor” in Document 00810 Special Conditions.

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

Article 13 is deleted in its entirety.

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.

15.08 Correction Period

Delete Paragraph 15.08.B in its entirety and insert the following in its place:

- 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 mediation 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)

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

Delete Paragraph 16.01.A in its entirety and insert the following in its place:

- A. At any time and without cause.
 1. Owner may suspend the Work, wholly or in part. Owner will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. Owner may grant an extension of Contract Time in accordance with 8-7.3.2 of the SPECIAL CONDITIONS when determined appropriate in the Owner's sole judgment.
 2. No additional compensation or time extension will be paid or granted to the Contractor when the operations are suspended for the following reasons:
 - a. The Contractor fails to comply with the Contract Documents.
 - b. The Contractor fails to carry out orders given by the Engineer.
 - c. The Contractor causes conditions considered unfavorable for continuing the Work.
 3. Immediately comply with any suspension order. Do not resume operations until authorized to do so by the Owner in writing. Any operations performed by the Contractor, and otherwise constructed in conformance with the provisions of the Contract, after the issuance of the suspension order and prior to the Owner's authorization to resume operations will be at no cost to the Owner. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself for the Owner to declare the Contractor in default, in accordance with 8-9, with the exception that the Contractor will not have ten calendar days to correct the conditions for which the suspension was ordered.
- B. State of Emergency
 1. Owner may suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Owner will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The Owner, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension. Further, in such instances, the Department's determination as to entitlement to either time or compensability will be final.
- C. Prolonged Suspensions
 1. If the Owner suspends the Contractor's operations for an indefinite period, store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. Take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.
- D. Permission to Suspend Contractor's Operations
 1. Do not suspend operations or remove equipment or materials necessary for completing the work without obtaining the Engineer's written permission. Submit all requests for suspension of operations in writing to the Engineer, and identify specific dates to begin and end the

suspension. The Contractor is not entitled to any additional compensation for suspension of operations during such periods.

- E. Suspension of Contractor's Operations - Holidays and Special Events
1. Unless the Contractor submits a written request to work during one or more days of a Holiday or Special Event at least ten calendar days in advance of the beginning date of the Holiday or Special Event and receives written approval from the Engineer, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 24 through January 2, inclusive; and Special Events noted in the Plans. Contract Time will be charged during these Holiday and Special Event periods. Contract Time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday and Special Event periods.
 2. During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104 of the FDOT Standard Specifications for Road and Bridge Construction during such Holiday and Special Event periods.

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 Article 18.09 as follows:

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. Special Conditions
 - 5. Supplementary Conditions
 - 6. EJCDC General Conditions, 2013 Edition
 - 7. Technical Specifications
 - 8. Construction Drawings
 - 9. Computed dimensions govern over scaled dimensions

Add the Following Article 18.10 as follows:

18.10 Construction Closeout Requirements to Owner

- 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;
 - 6. Record (As-Built) Drawing

Add the Following Article 18.11 as follows:

18.11 Terms for Federal Aid Construction Contract:

- A. This is a Federal Aid Project and is subject to all provisions for Federal Aid Construction Contract, Form FHWA 1273, as provided in Document 00800 Attachment "A" – FHWA 1273.
- B. The Contractor shall be responsible for including these requirements in all subcontracts.

Add the Following Article 18.12 as follows:

18.12 Federal Wage Rate

- A. Contractor and all subcontractors shall abide by Document 00800 Attachment "B" Federal Wage Rate Table (FL179), publication date 01/04/2019.

Add the Following Article 18.13 as follows:

18.13 Utility Work Schedules

- A. Contractor and all subcontractors shall abide by Utility Work Schedules as provided as Document 00800 Attachment "C" – Utility Work Schedule.

Add the Following Article 18.14 as follows:

18.14 Water & Sewer Technical Specifications for JPA Work

- A. Abide by the Technical Specifications, City of Crestview Utility Relocations, dated March 19, 2019, consisting of 22 pages, Document 00800 Attachment "D."

DOCUMENT 00800 – FHWA 1273 – ATTACHEMENT “A”

FHWA-1273 -- Revised May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

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

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the

notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with

Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

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

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made

or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

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

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B)

of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency

has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification

set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov>), which is compiled by the General Services Administration.

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Supplementary Conditions

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Supplementary Conditions

END OF DOCUMENT FHWA 1273 – ATTACHMENT “A”

DOCUMENT 00800 – FEDERAL WAGE RATE TABLE (FL179) – ATTACHMENT “B”

General Decision Number: FL190179 01/04/2019 FL179

Superseded General Decision Number: FL20180222

State: Florida

Construction Type: Highway

County: Okaloosa County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

* SUFL2013-040 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 13.71	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 11.71	0.00
ELECTRICIAN.....	\$ 22.11	0.00

Supplementary Conditions

HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)....	.\$ 13.81	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	.\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.24	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.51	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 10.91	0.00
LABORER: Common or General.....	\$ 9.71	0.00
LABORER: Flagger.....	\$ 10.25	0.00
LABORER: Grade Checker.....	\$ 10.83	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 11.70	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.07	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.10	1.89
OPERATOR: Bulldozer.....	\$ 14.29	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 21.23	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 12.29	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 16.50	0.00
OPERATOR: Loader.....	\$ 11.66	0.00

Supplementary Conditions

OPERATOR: Mechanic.....	.\$ 15.84	0.00
OPERATOR: Milling Machine.....	\$ 13.29	1.92
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.87	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 17.02	0.00
OPERATOR: Roller.....	\$ 11.06	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 13.68	0.00
OPERATOR: Trencher.....	\$ 16.04	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.86	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.35	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.90	0.00

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

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

is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Supplementary Conditions

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Supplementary Conditions

Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION

<https://www.wdol.gov/wdol/scafiles/davisbacon/FL179.dvb?v=0>

END OF FEDERAL WAGE RATE TABLE (FL179) – ATTACHMENT “B”

Rule 14-46

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

710-010-05
UTLITES
12/09
Page 1 of 4

Financial Project ID: 421997-3, 4-38-01		Federal Project ID:	
County: Okaloosa		State Road No.: PJ Adams.	
District Document No: XX			
Utility Agency/Owner (UAO): Okaloosa County Water and Sewer			
A. Summary of Utility Work And Execution			
		Estimated Time (calendar days)	
Total Time Prior To FDOT Project Construction		0	
Total Time During FDOT Project Construction		142	
<p>This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to Okaloosa County(COUNTY), the COUNTY's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this COUNTY project. The following data is based on COUNTY preliminary construction plans dated <u>October 2016</u>. Any deviation by the COUNTY or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by COUNTY of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the COUNTY in writing prior to starting, stopping, resuming, or completing work.</p>			
UAO Project Representative: _____		Telephone Number: _____	
UAO Field Representative: _____		Telephone Number: _____	
<p>This document is a printout of a COUNTY form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".</p>			
You MUST signify by selecting or checking which of the following applies:			
<input type="checkbox"/> No changes to forms document. <input type="checkbox"/> Appendix "Changes to Forms Document" is attached. ____ Number of Attachment Pages.			
Authorized Utility Agent:		**Engineer of Record (EOR):	
<u>J.C.</u> (Signature)		<u>M.B.C.</u> (Signature)	
Jeb Chessher (Printed Name)		Michael B Collins, P.E. (Printed Name)	
Construction & Maintenance Manager (Title)		Engineer of Record (Title)	
<u>4/4/2018</u> (Date)		<u>4/5/2019</u> (Date)	
		Acceptance by COUNTY:	
		<u>Scott Bitterman</u> (Signature)	
		Scott Bitterman, P.E. (Printed Name)	
		Okaloosa County Engineer (Title)	
		<u>4-5-19</u> (Date)	
(**When requested by the County, the EOR will attest to compatibility of plans, specifications and Utility Work Schedule)			

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: Error! Reference source not found. 421997-3, 4-38-01	Federal Project ID:
County: Error! Reference source not found. Okaloosa	State Road No.: PJ Adams
District Document No: XX	
Utility Agency/Owner (UAO): Error! Reference source not found.	
B.	Special Conditions / Constraints

1. OCWS shall be notified a minimum of two (2) weeks prior to the preconstruction meeting and beginning of construction by the DEPARTMENT.
2. OCWS has a 10" diameter water main running the entire length of the project. The CONTRACTOR shall take extreme caution when working around our utilities to avoid any possible damages. This line will be upsized to a 12" and relocated to the north side of the proposed alignment from Sta. 2010 to end project.
3. OCWS will field locate our utilities for the project. A minimum of 48 hours notice will be required through notification of Sunshine State one call of Florida by the CONTRACTOR.
4. No damage to OCWS utilities shall occur at any time during the construction of the project. Any damage to an OCWS utility shall be brought to the OCWS Representative's attention and corrected immediately by the CONTRACTOR unless otherwise specified by the OCWS Representative.
5. OCWS will require a minimum of 48 hours notice prior to any unscheduled utility adjustments.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Rule 14-46

Financial Project ID: Error! Reference source not found. 421997-3, 4-38-01		Federal Project ID:		
County: Error! Reference source not found. Okaloosa		State Road No.: PJ Adams		
District Document No: XX				
Utility Agency/Owner (UAO): Error! Reference source not found.				
C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
10" Water Line from Sta. 2001 to Sta. 2010+00 approx 50' RT	Locate and Protect during construction. Abandon in place with flowable fill after placing new 12" water main into service.	None	ALL	0
12" Water line from Sta. 2010 to Sta. 2070 (Relocations broken down as follows) <ul style="list-style-type: none"> • Sta. 2000-2022 • Sta. 2022-2041 • Sta. 2041-2070 	Relocate to north side of proposed roadway	Contractor clearing, grubbing, and establishing rough finished grade,	Phase 1	142 (42) (51) (49)

Rule 14-46

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

710-010-05
UTILITIES
12/09
Page 1 of 3

Financial Project ID: 421997	Federal Project ID:
County: Okaloosa	State Road No.: PJ Adams
District Document No: XX	
Utility Agency/Owner (UAO): AT&T	

A. Summary of Utility Work And Execution

	Estimated Time (calendar days)
Total Time Prior To FDOT Project Construction	<u>0</u>
Total Time During FDOT Project Construction	<u>12</u>


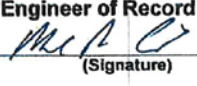

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to Okaloosa County(COUNTY), the COUNTY's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this COUNTY project. The following data is based on COUNTY preliminary construction plans dated October 2016. Any deviation by the COUNTY or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by COUNTY of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the COUNTY in writing prior to starting, stopping, resuming, or completing work.

UAO Project Representative: Patti Clarke Telephone Number: 850-207-8880
 UAO Field Representative: Patti Clarke Telephone Number: 850-207-8880

This document is a printout of a COUNTY form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

You MUST signify by selecting or checking which of the following applies:

- No changes to forms document.
- Appendix "Changes to Forms Document" is attached. ___ Number of Attachment Pages.

Authorized Utility Agent:	**Engineer of Record (EOR):	Acceptance by COUNTY:
 (Signature)	 (Signature)	 (Signature)
<u>Patti Clarke</u> (Printed Name)	<u>Michael B Collins, P.E.</u> (Printed Name)	<u>Scott Bitterman, P.E.</u> (Printed Name)
<u>Project Manager</u> (Title)	<u>Engineer of Record</u> (Title)	<u>Okaloosa County Engineer</u> (Title)
<u>09/18/2018</u> (Date)	<u>9/19/18</u> (Date)	<u>9-21-18</u> (Date)
(**When requested by the County, the EOR will attest to compatibility of plans, specifications and Utility Work Schedule)		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Rule 14-45

Financial Project ID: 421997-3, 4-36-01	Federal Project ID:
County: Error! Reference source not found.Okalosa	State Road No.: PJ Adams
District Document No: XX	
Utility Agency/Owner (UAO): AT&T	
B.	Special Conditions / Constraints
<p>AT&T owns buried cable on south side of roadway for entire length of project. Utility we be relocated throughout entire limits within a joint trench conduit bank to be placed by Centurylink. AT&T will pull and splice their own fiber once conduit bank has been constructed.</p>	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Rule 14-46

Financial Project ID: 421997-3, 4-38-01		Federal Project ID:		
County: Okaloosa		State Road No.: PJ Adams		
District Document No: XX				
Utility Agency/Owner (UAO): AT&T				
C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
2001+00 to 2070+00, Buried FOC, approximately 50' LT	Fiber to be relocated to south R/W. Fiber cable to be placed, spliced and tested by AT&T. Existing fiber to be retired in place.	South R/W cleared and grubbed, ground brought to proposed grade.	Phase 1	10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 421997-3, 4-38-01		Federal Project ID:	
County: Okaloosa		State Road No.: PJ Adams	
District Document No: XX			
Utility Agency/Owner (UAO): Cox Communications			
B.	Special Conditions / Constraints		
<p>Cox communications owns lines attached to Gulf Power poles along the northern R/W for the duration of the project.</p>			

Financial Project ID: 421997-3, 4-38-01		Federal Project ID:		
County: Error! Reference source not found. Okaloosa		State Road No.: PJ Adams		
District Document No: XX				
Utility Agency/Owner (UAO): Cox Communications				
C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
2000+00 to 2017+50, 70' RT	Locate and Protect	N/A	ALL	0
2017+50 to 2024+50, 70' RT	Relocate to Gulf Power Lines	Gulf Power Relocation	Phase 1	10
2024+50 to 2031+00, 70' RT	Locate and Protect	N/A	ALL	0
2031+00 to 2070+00, 70' RT	Relocate to Gulf Power Lines	Gulf Power Relocation	Phase 1	11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 421997-3, 4-38-01		Federal Project ID:		
County: Okaloosa		State Road No.: PJ Adams		
District Document No: XX				
Mainline Crossings				
2022+00	Relocate to Gulf Power Lines	Gulf Power Relocation	Phase 1	Included in mainline
2043+00	Relocate to Gulf Power Lines	Gulf Power Relocation	Phase 1	Included in mainline
2052+00	Relocate to Gulf Power Lines	Gulf Power Relocation	Phase 1	Included in mainline
2054+00	Relocate to Gulf Power Lines	Gulf Power Relocation	Phase 1	Included in mainline
2056+00	Relocate to Gulf Power Lines	Gulf Power Relocation	Phase 1	Included in mainline
2059+00	Relocate to Gulf Power Lines	Gulf Power Relocation	Phase 1	Included in mainline
2062+00	Relocate to Gulf Power Lines	Gulf Power Relocation	Phase 1	Included in mainline
2068+00	Relocate to Gulf Power Lines	Gulf Power Relocation	Phase 1	Included in mainline
2035+00	Locate and Protect	N/A	ALL	0
2038+00	Locate and Protect	N/A	ALL	0
2040+00	Locate and Protect	N/A	ALL	0
2045+00	Locate and Protect	N/A	ALL	0

Rule 14-46.001 F.A.C

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

710-010-05
UTILITIES
12/18
Page 1 of 7

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

Financial Project ID: 421997-3, 7, 8-58-01	Federal Project ID:
State Road Number: PJ Adams Pkwy.	County: Okaloosa
FDOT Plans Dated: 08/31/2018	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: CenturyLink	Phone: 850-664-3446	E-mail: bobby.h.wiedeman@centurylink.com
UAO Project Rep: Bobby Wiedeman	Phone: 850-664-3500	E-mail: willis.gilson@centurylink.com
UAO Field Rep: Willis Gilson		

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. *Bobby Wiedeman* Date 9/24/2018
 Name Bobby Wiedeman
 Title Network Engineer II

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule in compatible with the FDOT plans referenced above.

EOR. *M B Collins* Date 9/28/18
 Name Michael B Collins P.E.
 Title Engineer of Record

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. *Scott Bitterman* Date 10/31/18
 Name Scott Bitterman P.E.
 Title Okaloosa County Engineer

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.




Days prior to FDOT project construction: _____ Days during FDOT project construction: 46

Financial Project ID: 421997-3, 7, 8-58-01
Utility Company: CenturyLink
FDOT Plans Dated: 8/31/2018

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

1. No digging, excavating or removal of existing facilities without prior notice to CenturyLink.
2. Days for exposing and protecting facilities are full time man-hours, working in concert with the road contractor.
3. CenturyLink will require 48 hours notice for each location to allow coordination of crews. Call Pat Cullinan at 855-682-2402 for locate and protect, or Willis Gilson 850-664-3500 for cable construction.
4. Contractor must call Sunshine State One-Call, to have CenturyLink facilities located and marked in the field a minimum of 72 hours prior to construction.
5. Extreme caution is to be used when excavating near or around CenturyLink underground or direct buried telecommunications facilities, CenturyLink facilities include fiber optic and copper cable.
6. CenturyLink requests a copy of contractor's construction schedule on or before the Pre-Construction Conference.
7. Any deviation from the Contractor's construction schedule as proposed at the Pre-construction meeting for this project, which conflicts with the placement of CenturyLink facilities is not the responsibility of CenturyLink. CenturyLink cannot be liable for any construction delays that may result from any previously mentioned deviations.
8. Any design changes during the construction of this project, which places any CenturyLink facilities in conflict, will void the time frame as given in the approved Utility Work Schedule.
9. CenturyLink will not be liable for any "Down Time" claims in whole or in part by the road Contractors, which are due to delays caused by any other utility or contractor involved on this project.
10. CenturyLink work forces will assist with the protection of all CenturyLink facilities throughout the entire length of the project and the duration of the contract with the Highway Contractor, in accordance with the Florida Underground Facility Damage prevention and Safety Act. (See item 3. above)

11. Entire south side R/W shall be Cleared, Grubbed and staked to finished grade prior to CenturyLink construction and refreshed upon request.
12. South side R/W shall be staked from STA. 2000+00 (Beginning of project) heading back to the east for 290'.
13. C/L of Construction shall be marked by pin, or offset stake on south side throughout project and refreshed upon request.
14. Road contractor to construct City of Crestview water line from 2034+27 - 2039+30 prior to CenturyLink relocating cables in that area. Due to critical E-911 circuits, during water line placement, road contractor shall exercise Extreme Caution while working near existing CenturyLink facilities located between stations 2036+50 - 2037+50 coming in and out of the CenturyLink remote switch located at station 2036+97.

Financial Project ID: 421997-3, 7, 8		Federal Project ID:			
County: Okaloosa		State Road No.: PJ Adams			
District Document No: XX					
Utility Agency/Owner (UAO): MCI					
A. Summary of Utility Work And Execution					
		Estimated Time (calendar days)			
Total Time Prior To FDOT Project Construction		<u>0</u>			
Total Time During FDOT Project Construction		<u>10</u>			
<p>This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to Okaloosa County(COUNTY), the COUNTY's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this COUNTY project. The following data is based on COUNTY preliminary construction plans dated <u>October 2016</u>. Any deviation by the COUNTY or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by COUNTY of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the COUNTY in writing prior to starting, stopping, resuming, or completing work.</p>					
UAO Project Representative: <u>Phillip Radford</u>		Telephone Number: <u>850-866-0004</u>			
UAO Field Representative: <u>Robert Klugh</u>		Telephone Number: <u>850-393-0704</u>			
<p>This document is a printout of a COUNTY form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".</p>					
You MUST signify by selecting or checking which of the following applies:					
<input checked="" type="checkbox"/> No changes to forms document. <input type="checkbox"/> Appendix "Changes to Forms Document" is attached. ___ Number of Attachment Pages.					
Authorized Utility Agent:		**Engineer of Record (EOR):		Acceptance by COUNTY:	
					
(Signature)		(Signature)		(Signature)	
<u>Phillip Radford</u>		<u>Michael B Collins, P.E.</u>		<u>Scott Bitterman, P.E.</u>	
(Printed Name)		(Printed Name)		(Printed Name)	
<u>Eng III Spec-Ntwk</u>		<u>Engineer of Record</u>		<u>Okaloosa County Engineer</u>	
(Title)		(Title)		(Title)	
<u>9-11-2018</u>		<u>9-11-2018</u>		<u></u>	
(Date)		(Date)		(Date)	
(**When requested by the County, the EOR will attest to compatibility of plans, specifications and Utility Work Schedule)					

Financial Project ID: 421997-3, 4-38-01		Federal Project ID:		
County: Error! Reference source not found. Okaloosa		State Road No.: PJ Adams		
District Document No: XX				
Utility Agency/Owner (UAO): MCI				
C.	Disposition of Facilities (List All Existing & Proposed) on Project:			
UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
Length of Project, South R/W	Relocate to south R/W Joint Trench	Centurylink must construct joint trench of conduits	Phase 1	10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 421997-3, 4-38-01		Federal Project ID:	
County: Okaloosa		State Road No.: PJ Adams	
District Document No: XX			
Utility Agency/Owner (UAO): MCI			
B.		Special Conditions / Constraints	
<p>MCI owns buried cable on south side of roadway for entire length of project. Utility we be relocated throughout entire limits. Utility will be placed in a joint use trench conduit which will be constructed by Centurylink. All Centurylink construction must take place before MCI relocations can be completed.</p>			

Rule 14-46.001 F.A.C.

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Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

Financial Project ID: 421997-3, 7, 8-58-01	Federal Project ID:
State Road Number: PJ Adams Pkwy	County: Okaloosa
FDOT Plans Dated: 8/31/18	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: Okaloosa Gas District	Phone: (850) 729-4870	E-mail: EssaRhebi@okaloosagas.com
UAO Project Rep: Essa Rhebi	Phone: (850) 729-4876	E-mail: LarsSullivan@okaloosagas.com
UAO Field Rep: Lars Sullivan		

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. *Essa Rhebi* Date 10/17/2018
 Name Essa Rhebi
 Title System Engineer

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. *Michael B. Collins* Date 10/17/18
 Name Michael B. Collins, P.E.
 Title Engineer of Record

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. *Scott Bitterman* Date 10/17/18
 Name Scott Bitterman, P.E.
 Title Okaloosa County Engineer

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 0 Days during FDOT project construction: 178

Financial Project ID: 421997-3, 7, 8-58-01
Utility Company: Okaloosa Gas District
FDOT Plans Dated: 8/31/2018

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

Okaloosa Gas owns and operates various distribution mains and service lines within the project limits from Station 2000+00(C/L Construction) to 2068+50.73(C/L Construction) PJ Adams as shown on the Okaloosa County proposed roadway reconstruction plans.

Okaloosa Gas request that the County Contractor shall take extreme caution while working around the gas facilities and shall notify Okaloosa Gas 78 hours prior to any construction, so that Okaloosa Gas can have personnel available to locate and protect it's existing facilities.

Also, the Contractor must call Sunshine State One-Call, to have Okaloosa Gas locate it's facilities within the project limits prior to any new construction activities. Please note that it is the Contractors responsibility to verify all buried utilities prior to excavation.

Also, Okaloosa Gas will install all Proposed Gas Mains and Services, as described in this document, during the Temp. Traffic Control phasing plans for this project. The County Contractor will need to coordinate and work with Okaloosa Gas for the duration of this project until completion.

Also, Okaloosa Gas will adjust its facilities, as described in this document, during the road construction of this project. The County Contractor will need to coordinate and work with Okaloosa Gas until completion these areas.

Please see below for Special Conditions that will need to be completed prior to Okaloosa Gas being able to complete the construction activities as outlined in this document

1. That the new R/W limits be Cleared and Grubbed prior to any Okaloosa Gas construction activity.
2. That the entire R/W be staked with Stationing Boards at least every 100' feet and all protected areas be staked with highly visible markings and refreshed upon request.
3. That all areas requiring Subsoil Excavation be completed prior to any Okaloosa Gas construction activities in these areas.
4. That the County Contractor to coordiante and work with Okaloosa Gas in all areas requiring added fill or cuts to allow Okaloosa Gas the opportunity to complete it's construction activities in the safest and most efficient means possible.

Note: The information provided in this Utility Work Schedule is intened for informational purposes only and is subject to change pending field conditions and addional needs. Okaloosa Gas will notify the E.O.R prior to modifying this document.

Financial Project ID: 421997-3, 7, 8-58-01
 Utility Company: Okaloosa Gas District
 FDOT Plans Dated: 8/31/2018

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const. During Const.	
NA	6" PE Gas Main	2001+34 (60'L)	2002+50 (60'L)	Proposed Gas Main By Open Cut	During Construction		0	2
NA	6" PE Gas Main	2002+50 (60'L)	2007+50 (60'L)	Proposed Gas Main By Directional Bore	During Construction		0	7
NA	6" PE Gas Main	2007+50 (60'L)	2010+57 (60'L)	Proposed Gas Main By Directional Bore	During Construction		0	5
NA	6" PE Gas Main	2010+57 (60'L)	2010+65 (68'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2010+65 (68'L)	2011+47 (68'L)	Proposed Gas Main By Open Cut	During Construction		0	2
NA	6" PE Gas Main	2011+47 (68'L)	2011+65 (50'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2011+65 (50'L)	2014+50 (50'L)	Proposed Gas Main By Open Cut	During Construction		0	4
NA	6" PE Gas Main	2014+50 (50'L)	2015+83 (50'L)	Proposed Gas Main By Directional Bore	During Construction		0	4
NA	6" PE Gas Main	2015+83 (50'L)	2016+00 (67'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2016+00 (67'L)	2016+50 (67'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2016+50 (67'L)	2019+00 (67'L)	Proposed Gas Main By Directional Bore	During Construction		0	5
NA	6" PE Gas Main	2019+00 (67'L)	2019+22 (45'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2019+22 (45'L)	2021+50 (45'L)	Proposed Gas Main By Open Cut	During Construction		0	4
NA	6" PE Gas Main	2021+50 (45'L)	2022+28 (45'L)	Proposed Gas Main By Directional Bore	During Construction		0	2
NA	6" PE Gas Main	2022+28 (45'L)	2022+45 (62'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2022+45 (62'L)	2022+93 (62'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2022+93 (62'L)	2023+00 (69'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2023+00 (69'L)	2028+50 (69'L)	Proposed Gas Main By Directional Bore	During Construction		0	8
NA	6" PE Gas Main	2028+50 (69'L)	2032+50 (72'L)	Proposed Gas Main By Open Cut	During Construction		0	5
NA	6" PE Gas Main	2032+50 (72'L)	2034+00 (75'L)	Proposed Gas Main By Open Cut	During Construction		0	3
NA	6" PE Gas Main	2034+00 (75'L)	2034+25 (50'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2034+25 (50'L)	2035+00 (50'L)	Proposed Gas Main By Directional Bore	During Construction		0	3
NA	6" PE Gas Main	2035+00 (50'L)	2037+00 (53'L)	Proposed Gas Main By Open Cut	During Construction		0	3
NA	6" PE Gas Main	2037+00 (53'L)	2037+75 (53'L)	Proposed Gas Main By Directional Bore	During Construction		0	2

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Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
NA	6" PE Gas Main	2037+75 (53'L)	2039+80 (53'L)	Proposed Gas Main By Open Cut	During Construction		0	3
NA	6" PE Gas Main	2039+80 (53'L)	2040+67 (51'L)	Proposed Gas Main By Directional Bore	During Construction		0	2
NA	6" PE Gas Main	2040+67 (51'L)	2042+00 (51'L)	Proposed Gas Main By Open Cut	During Construction		0	3
NA	6" PE Gas Main	2042+00 (51'L)	2042+00 (68'R)	Proposed Gas Main By Directional Bore	During Construction		0	3
NA	6" PE Gas Main	2042+00 (68'R)	2044+00 (68'R)	Proposed Gas Main By Open Cut	During Construction		0	3
NA	6" PE Gas Main	2044+00 (68'R)	2047+00 (69'R)	Proposed Gas Main By Open Cut	During Construction		0	4
NA	6" PE Gas Main	2047+00 (69'R)	2047+70 (69'R)	Proposed Gas Main By Open Cut	During Construction		0	2
NA	6" PE Gas Main	2047+70 (69'R)	2047+91 (90'R)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2047+91 (90'R)	2049+50 (90'R)	Proposed Gas Main By Directional Bore	During Construction		0	4
NA	6" PE Gas Main	2049+50 (90'R)	2053+00 (90'R)	Proposed Gas Main By Open Cut	During Construction		0	5
NA	6" PE Gas Main	2053+00 (90'R)	2055+00 (90'R)	Proposed Gas Main By Open Cut	During Construction		0	3
NA	6" PE Gas Main	2055+00 (90'R)	2056+40 (90'R)	Proposed Gas Main By Open Cut	During Construction		0	3
NA	6" PE Gas Main	2056+40 (90'R)	2056+50 (80'R)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	6" PE Gas Main	2056+50 (80'R)	2057+20 (80'R)	Proposed Gas Main By Directional Bore	During Construction		0	2

Financial Project ID: 421997-3, 7, 8-58-01
Utility Company: Okaloosa Gas District
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SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
NA	6" PE Gas Main	2057+20 (80'R)	2060+00 (80'R)	Proposed Gas Main By Open Cut	During Construction		0	4
NA	6" PE Gas Main	2060+00 (80'R)	2062+00 (80'R)	Proposed Gas Main By Open Cut	During Construction		0	3
NA	6" PE Gas Main	2062+00 (80'R)	2065+00 (80'R)	Proposed Gas Main By Open Cut	During Construction		0	4
NA	6" PE Gas Main	2065+00 (80'R)	2068+60 (80'R)	Proposed Gas Main By Open Cut	During Construction		0	5

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Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
NA	4" PE Gas Main	2021+40 (45'L)	2021+40 (17'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	4" PE Gas Main	2021+40 (46'R)	2021+40 (64'R)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	4" PE Gas Main	2021+40 (64'R)	2022+07 (73'R)	Proposed Gas Main By Open Cut	During Construction		0	2
NA	4" PE Gas Main	2039+55 (53'L)	2039+83 (77'L)	Proposed Gas Main By Open Cut	During Construction		0	2
NA	4" PE Gas Main	2057+21 (71'L)	2056+91 (101'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	4" PE Gas Main	2057+60 (71'L)	2057+21 (71'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	4" PE Gas Main	2057+60 (80'R)	2057+60 (71'L)	Proposed Gas Main By Directional Bore	During Construction		0	4
NA	4" PE Gas Main	2068+40 (80'R)	2068+40 (6'R)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	4" PE Gas Main (Northview Alignment)	10+78 (23'R)	12+30 (26'R)	Proposed Gas Main By Open Cut	During Construction		0	3
NA	4" PE Gas Main (Northview Alignment)	12+20 (26'R)	12+20 (23'L)	Proposed Gas Main By Directional Bore	During Construction		0	2
NA	4" PE Gas Main (Wildhorse Drive Alignment)	11+50 (19'L)	10+00 (20'L)	Proposed Gas Main By Directional Bore	During Construction		0	3
NA	2" PE Gas Main	2056+99 (94'L)	2057+07 (102'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	2" PE Gas Main (Key Lime Place Alignment)	12+59 (22'L)	12+47 (22'L)	Proposed Gas Main By Open Cut	During Construction		0	1
NA	1-1/4" PE Gas Service (Key Lime Place Alignment)	10+01 (21'L)	10+01 (21'R)	Proposed Gas Service By Directional Bore	During Construction		0	2
NA	3/4" PE Gas Service	2041+30 (51'L)	2041+30 (69'L)	Proposed Gas Service By Open Cut	During Construction		0	1
NA	3/4" PE Gas Service	2041+55 (51'L)	2041+55 (69'L)	Proposed Gas Service By Open Cut	During Construction		0	1
NA	3/4" PE Gas Service (Wildhorse Drive Alignment)	10+07 (19'L)	10+07 (11'L)	Proposed Gas Service By Open Cut	During Construction		0	1
NA	3/4" PE Gas Service (Wildhorse Drive Alignment)	10+83 (19'L)	10+83 (12'L)	Proposed Gas Service By Open Cut	During Construction		0	1
	3/4" PE Gas Service (Wildhorse Drive Alignment)	11+78 (42'L)	11+78 (12'L)	Proposed Gas Service By Open Cut	During Construction		0	1

Financial Project ID: _____

Utility Company: 421997-3, 7, 8-58-01
FDOT Plans Dated: 8/31/18

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
NA	4" PE Gas Main (Villacrest Drive East Alignment)	10+70 (21'R)	11+40 (21'R)	Existing Gas Main to be Adjusted as Needed	During Construction		0	2
NA	4" PE Gas Main (Villacrest Drive West Alignment)	10+50 (18'R)	13+50 (22'R)	Existing Gas Main to be Adjusted as Needed	During Construction		0	4
NA	2" PE Gas Main (Keylime Place Alignment)	11+20 (23'L)	12+47 (22'L)	Existing Gas Main to be Adjusted as Needed	During Construction		0	3
NA	4" PE Gas Main	2021+40 (17'L)	2021+40 (46'R)	Locate/Protect Existing Gas Main	During Construction		0	1
NA	4" PE Gas Main (Ashley Drive Alignment)	8+50 (17'R)	12+01 (20'R)	Locate/Protect Existing Gas Main	During Construction		0	2
NA	4" PE Gas Main (Villacrest Drive West Alignment)	10+00 (18'R)	10+50 (18'R)	Locate/Protect Existing Gas Main	During Construction		0	1
NA	4" PE Gas Main	2020+97 (18'L)	2022+36 (20'L)	Existing Gas Main to be Abandoned in Place	During Construction		0	1
NA	4" PE Gas Main	2021+39 (52'R)	2022+07 (73'R)	Existing Gas Main to be Abandoned in Place	During Construction		0	1
NA	4" PE Gas Main	2040+18 (26'L)	2040+62 (52'L)	Existing Gas Main to be Abandoned in Place	During Construction		0	1
NA	4" PE Gas Main	2056+48 (11'R)	2068+36 (6'R)	Existing Gas Main to be Abandoned in Place	During Construction		0	1
NA	2" PE Gas Main	2056+84 (101'L)	2057+07 (102'L)	Existing Gas Main to be Abandoned in Place	During Construction		0	1
NA	2" PE Gas Main (Keylime Place Alignment)	12+47 (22'L)	12+85 (22'L)	Existing Gas Main to be Abandoned in Place	During Construction		0	1
NA	2" PE Gas Main (Northview Drive Alignment)	10+14 (45'L)	12+20 (23'L)	Existing Gas Main to be Abandoned in Place	During Construction		0	1
NA	2" PE Gas Main (Wildhorse Drive Alignment)	10+00 (20'L)	12+63 (42'L)	Existing Gas Main to be Abandoned in Place	During Construction		0	1
NA	1-1/4" PE Gas Service (Key Lime Place Alignment)	10+01 (20'R)	12+72 (33'R)	Existing Gas Service to be Abandoned in Place	During Construction		0	1
NA	3/4" PE Gas Service	2037+10 (47'L)	2039+99 (51'L)	Existing Gas Service to be Abandoned in Place	During Construction		0	1
NA	3/4" PE Gas Service	2039+99 (51'L)	2041+54 (69'L)	Existing Gas Service to be Abandoned in Place	During Construction		0	1

(NE and SE Corners) 2017+50 To 2024+50	be placed as well as pipes within 20' of proposed pole location	Contractor may not use cranes to hang mast arms or to place headwalls within 10' of power line
Line from 2033+20-2070+00	Noise Wall 1 must be constructed before Gulf Power Relocations (2026+38.50 to 2035+09.78) Pipe from S-305 to S-303 within 20' of proposed pole location	Cranes must not be utilized within 10' of active lines (Existing for noise wall), Proposed after relocations. (Signal at Villacrest/Ashley and Wildhorse/Northview) Guy wire required at 2038+00 Crossing
New Pole at 2034+60 LT		Next to Driveway, in line with existing service line
Crossing at 2035+20		Guy Wire required on left side
Crossing at 2037+80		Guy Wire required on left side
Crossing at 2043+15		
Crossing at 2050+30	S-305, S-306 and pipe within 20' of pole locations need to be constructed	
Existing Line at 2025		Headwall cannot be placed with crane as it will impact existing power line
Ashley Drive 10+20 LT		
Northview 11+00 RT to project Limits		
Wildhorse Crossing at 11+80		Guy wire needed on Left side pole Cranes must not be utilized within 10' of active power line
Wildhorse Sta 11+20-11+80		

The above work results in a during construction relocation time of 150 days for Gulf Power.

DOCUMENT 00800 – TECHNICAL SPECIFICATIONS – CITY OF CRESTVIEW UTILITY RELOCATIONS – ATTACHMENT “D”

TECHNICAL SPECIFICATIONS
CITY OF CRESTVIEW UTILITY RELOCATIONS
ASSOCIATED WITH JPA AS PART OF
PJ ADAMS PARKWAY MULTI-LANING FROM SR 85 N TO WILD HORSE DRIVE
ITB PW 55-19

CONTENTS

SECTION 14	WATER MAINS AND WASTEWATER FORCE MAINS	12 PAGES
SECTION 15	SANITARY SEWER SPECIFICATIONS	9 PAGES

FOREWORD: All basis of measurement and payment for water and sewer work will be as per the FDOT Basis of Estimates Manual and will supersede any language in the water and sewer specifications related to measurement and payment.

March 19, 2019

**SECTION 14
WATER MAINS AND WASTEWATER FORCE MAINS**

14.01 GENERAL (Related Requirements Specified Elsewhere)

- A. Trenching, Backfilling and Compacting (See Section 12).
- B. Pipe Boring and Jacking (See Section 13).

14.02 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Owner reserves the right to reject material left from another job.
- B. Store materials to prevent physical damage.
- C. Protect materials during transportation and installation to avoid physical damage.

14.03 GENERAL DESCRIPTION OF WORK COVERED

Furnish and install all pipe, fittings, structures and accessories required for water transmission line and/or pressure sewer lines.

14.04 QUALITY ASSURANCE

- A. Comply with the latest published edition of American Water Works Association (AWWA) Standards:

- AWWA C106 – Cast Iron Pipe Centrifugally Cast in Metal Molds for Water and Other Liquids.

- AWWA C108 – Cast Iron pipe Centrifugally Cast in Sand Lined Molds for Water or Other Liquids.

- AWWA C110, C1100a – Gray Iron and Ductile Iron Fittings, 2" through 48" for Water and Other Liquids.

- AWWA C111 – Rubber Gasket Joints for Cast Iron Pressure Pipe and Fittings.

- AWWA C150 – Thickness Design of Ductile Iron Pipe.

- AWWA C151 – Ductile Iron Pipe, Centrifugally Cast in Metal Mold or Sand Lined Molds, for Water or other Liquids.

- AWWA C153 – Ductile Iron Compact Fittings, 3" through 12" for Water and Other Liquids.

- AWWA C600 – Installation of Ductile Iron Water Main and Appurtenances.

- AWWA C605-05 – Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water

- AWWA C900-97 – Polyvinyl Chloride (PVC) Pressure Pipe, 4" through 12", for Water Distribution.

- B. Comply with the latest published editions of the American Society for Testing and Materials (ASTM) Standards.

14.05 PRODUCTS (General Requirements)

- A. Pipe furnished may be either PVC or ductile iron for water mains unless shown otherwise on the plans of bid documents.

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B. PVC or ductile iron pipe shall be used for all pressure sewer lines unless shown otherwise on the plans.

C. All pipe shall be marked in accordance with the applicable standard specification under which the pipe is manufactured unless otherwise specified.

14.06 POLYVINYL CHLORIDE PIPE (PVC)

A. Provide pipe meeting AWWA C900 PVC 1120 or ASTM D2241 Type 1 Grade 1 PVC 1120 Standards.

1. Minimum requirements:

	Std. Size	SDR/DR	Pressure Class (psi)	Pressure Rating (psi)
C900	4"-12"	25	165	165-350
D2241	2"-3"	26	160	160-340

2. Use pipe meeting minimum requirements unless shown otherwise on plans.

B. Provide push-on joints with bell integrally cast into pipe or with coupling of same material as pipe.

C. Use elastomeric gaskets, as provided in AWWA C900 or ASTM D3139.

D. Provide cast-iron or ductile-iron fittings.

E. Provide fittings with materials and pressure class equal to or greater than that specified for pipe.

F. Provide sleeve type or anchored coupling where indicated or required to join pipe or provide restraint to offset internal or hydrostatic test pressures.

G. Provide pipe marked to indicate the following:

1. Nominal Pipe Size.
2. Material Code Designation.
3. Standard Dimension Ratio.
4. Pressure Rating.
5. Manufacturer's Name or Trademark.
6. National Sanitation Foundation Seal.
7. Appropriate ASTM Designation Number.

H. Provide one of the following methods of color-coding the pipe:

1. 3 color stripes (1/2 inch high) with permanent ink along the entire length of pipe as follows:
 - a. Water Main Pipe - Blue in color with the word "WATER" in 3/4 inch letters every 21 inches along each stripe.
 - b. Sewage Force Main Pipe - Green in color with the word "FORCE MAIN" in 3/4 inch letters every 21 inches along each stripe.
2. Use pipe pigment to color code pipe: a. Water – Blue; b. Sewer (Force Main) – Green.

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14.07 DUCTILE IRON PIPE (D.I.P.)

- A. Use pipe complying with AWWA C151 except as otherwise specified.
- B. Provide thickness class based on AWWA C151 and as follows:
 - 1. 3" to 4" Diameter - Class 51, minimum.
 - 2. 6" to 18" Diameter - Class 50, minimum.
- C. Provide cement mortar lined pipe complying with AWWA C104 and coated with manufacturer's standard coating for all pipe and fittings.
- D. Provide mechanical or push-on joints for all buried pipe in accordance with AWWA C111.
- E. Provide flanged joints for all interior and exterior exposed pipe.
- F. Provide mechanical sleeve type couplings where specified or indicated.
- G. Provide anchored couplings where indicated to withstand specified operating or hydrostatic test pressure.
- H. Provide Fittings:
 - 1. In accordance with AWWA C110 with pressure rating of not less than that specified for adjacent pipe.
 - 2. Use mechanical joints on all fittings.
 - 3. With all specials, taps, plugs, flanges and wall fittings as required.
 - 4. With cement mortar lining in accordance with AWWA C104.
 - 5. Coated with manufacturer 's standard coating.

14.08 VALVES, HYDRANTS AND APPURTENANCES

- A. Gate Valves:
 - 1. Design: Latest edition of AWWA C509, Compression Resilient-Seated Valves.
 - a. American Darling - CRS-80.
 - b. Mueller .
 - c. Clow - Style 2830 .
 - d. Kennedy .
 - e. AVK
 - f. Others as approved by the City in writing.
 - 2. Material: Cast-iron body with epoxy coated interior.
 - 3. Rating: 200 psi working pressure class.
 - 4. Stem: "O" ring above and below thrust collar.
 - 5. Operators: Open counterclockwise (left turn) with 2" square operating nut.
 - 6. Jointing: Mechanical joint.
- B. Butterfly Valves:
 - 1. Design: AWWA C504, Class 150 B.
 - a. Dresser "450"
 - b. American Darling Class 150.
 - c. Others as approved by City in writing.
 - 2. Body: Heavy-duty cast iron.
 - 3. Shafts: One-piece, ANSI 304 Stainless Steel.
 - 4. Seat: Full Circle 360° Seat, Not Penetrated by Valve Shaft, Mechanically Secured.
 - 5. Bearings: Sleeve-type, Self-lubricated.

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6. Operators: Traveling Nut-type, Fully Enclosed, Permanently Lubricated, Open Counterclockwise (left turn).
 7. Connections: Mechanical Joints.
 8. Actuators: Manual, with Handwheel.
- C. Valve Boxes:
1. Provide for all buried valves.
 2. Use nominal 6-inch cast-iron sliding or screw type pipe shaft with cover and base casting.
 3. Set box top at finished grade.
 4. Furnish drop cover appropriately marked "WATER" or "SEWER".
- D. Corporation Stops:
1. Conform with AWWA C800.
 2. Use 1-inch unless indicated otherwise.
- E. Hydrants:
1. Design: Latest edition of AWWA C502, traffic model with breakaway flange.
 - a. Mueller Centurion - A423.
 - b. American-Darling - B-84-B.
 - c. Kennedy Guardian - K-8IA.
 - d. AVK
 - e. Others as approved by the City in writing.
 2. Provide 6-inch inlet, 2 - 2 1/2 inch hose nozzles, 1 - 4 1/2 inch pumper.
 3. Nozzles shall be field replaceable utilizing straight threads or quarter-turn seal by an "O" ring.
 4. Provide compression type main valve, minimum size 5 1/4 inches.
 5. Pentagon operating nut, 1 1/2 inch in size.
 6. Design to open counterclockwise (turn left).
 7. Provide mechanical joint bell on foot piece.
 8. Finish depth as noted on plans.
 9. Furnish National (American) Standard Fire Hose Coupling Screw Thread (NH).
- F. Post Hydrant:
1. Only for use as a flush stand.
 - a. Mueller Post Hydrant No. 411.
 - b. Others as approved by the City in writing.
 2. Provide 2-inch inlet, one 12-inch hose nozzle.
 3. Nozzles shall be field replaceable utilizing straight threads or quarter-turn seal by an "O" ring.
 4. Design to open counter-clockwise (turn left).
 5. Finish depth as noted on plans.
- G. Blow-off Valves:
1. Flush-mounted hydrants as manufactured by Kupferle Foundry, St. Louis, Mo., Model No. 85B, or approved equal.
 2. 2-inch or 3-inch FIP inlet.
 3. 2 1/2-inch NST bronze, male nozzle.
 4. Removable bronze seat, which seals against a seat rubber of no less diameter than 85.
 5. All operating parts shall be removable from above grade with no digging.

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6. Installed per Drawings D-40 and D-41.

H. Air Vacuum Release Valves:

1. For potable water mains:

- a. The air vent (release) valve shall be float operated and shall incorporate a simple lever mechanism to enable the valve to automatically release accumulated air while the system is pressurized and operating.
- b. The air vent valve shall close drop-tight, incorporating a renewable vitron seat, suitable for hot or cold water service.
- c. All internal metal parts shall be of stainless steel.
- d. The float shall be stainless steel and capable of withstanding a test pressure of 750 psi.
- e. The linkage/lever mechanism shall be designed to prevent jamming.
- f. The body and cover shall be of cast iron conforming to ASTM A48, Class 35.
- g. The air vent valve shall be able to operate at pressure of 200 psi and to withstand a 300 psi test pressure.
- h. The air release valve shall be as manufactured by Empire Specialty Co., Inc., Mars, PA (figure 905), or approved equal.

2. For sewage force mains:

- a. The air release valve shall automatically function at full line pressure to release to atmosphere small amounts of entrained air that may accumulate in a pipeline, chamber or tank.
- b. The valve shall shut tightly to prevent wastewater leakage.
- c. The valve body and cover shall be of semi-steel, with vitron resilient seat, and stainless steel float and linkage.
- d. Flush-out accessories shall be furnished and assembled to the valve consisting of an inlet shutoff valve, blowoff valve, clear water inlet valve, rubber hose and quick disconnect couplings.
- e. The body and cover shall be of cast iron conforming to ASTM A48 class 3S.
- f. The air vent valve shall be able to operate at a pressure of up to 150 psi and be designed to withstand a 200 psi test pressure. The air vent (release) valve shall be as manufactured by Empire Specialty Co., Inc., Mars, PA, their Figure No. 905 "Minimatic" or approved equal.

I. Polyethylene Wrapping:

1. Material: AWWA C105.
2. Thickness: 8 mils.

J. Polyethylene Plastic Pipe (PE):

1. Material: ASTM D2737.
2. Fittings: ASTM D2683.
3. Size: 3/4 inch unless shown otherwise on plans.
4. Rated for 200 psi working pressure.

K. Copper Pipe (CU):

1. Material: Seamless, Type K, ATM B88.
2. Fittings: Flared or Compression.
3. Size: 3/4 inch unless shown otherwise on plans.

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14.09 EXECUTION

A. General: Provide all labor, equipment and materials and install all pipe fittings, special and appurtenances as indicated or specified.

B. Pipe Installation:

1. Handling:

a. Handle in a manner to ensure installation in a sound and undamaged condition.

(1) Do not drop or bump.

(2) Use slings, lifting lugs, hooks and other devices designed to protect pipe, joint elements, and coatings.

b. Ship, move and store with provisions to prevent movement or shock contact with adjacent units.

c. Handle with equipment capable of work with adequate factor of safety against overturning or other unsafe procedures.

2. Installation:

a. Utilize equipment, methods, and materials insuring installation to lines and grades as indicated.

(1) Do not lay on blocks unless pipe is to receive total concrete encasement.

(2) Accomplish horizontal and vertical curve alignments of pipe with bends, bevels or deflection joints.

(a) Limit joint deflection with ductile iron pipe to conform with AWWA C600.

(b) Use short specials preceding curves as required.

(3) Obtain approval of Engineer of method proposed for transfer of line and grade from control to the work.

b. Install pipe of size, material, strength class, and joint type with embedment as shown on plans or specified herein.

c. Clean interior of all pipe, fittings, and joints prior to installation. Prevent entrance of foreign matter during discontinuance of work.

(1) Close open ends of pipe with snug fitting closures.

(2) Do not let water fill trench. Include provisions to prevent flotation should water control measures prove inadequate.

(3) Remove water, sand, mud and other undesirable materials from trench before removal of end cap.

d. Pipe shall be inspected prior to installation to determine if any pipe defects are present.

e. Brace or anchor as required to prevent displacement after establishing final position.

f. Perform only when weather and trench conditions are suitable. Do not lay in water.

g. Observe extra precaution when hazardous atmospheres might be encountered.

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h. Sanitary sewer relation to water mains:

(1) Horizontal separation:

- (a) Maintain 10 feet horizontal separation whenever possible.
- (b) When a 10-foot separation distance cannot be maintained, the sewer pipe shall be encased in steel casing or in concrete.

(2) Crossing Sewer Pipes:

- (a) Sewers crossing under water mains shall be laid to provide a minimum vertical distance of 18 inches between the invert of the water main and the crown of the sewer pipe.
- (b) Where the 18-inch separation cannot be maintained or when the sewer pipe passes over the water main, the crossing shall be arranged so that the sewer pipe joints and water main joints are equal distance from the 10 feet between any two (2) joints, or the sewer pipe may be placed in a sleeve or encased in concrete for a distance of 10 feet from the point of crossing.

i. No water pipe shall pass through or come in contact with any part of a sewer manhole.

j. Encase water pipe in steel casing or use ductile iron pipe when crossing under pipe, conduit, or structure of 24 inches in diameter or greater when a 6-inch separation distance cannot be maintained. This protection shall extend a minimum of 5 feet beyond crossed structure.

k. Construct service lines where shown on plans in accordance with Standard Detail Drawing. Use pipe material specified on plans or in contract documents.

l. Wrap pipe, fittings and tie rods with polyethylene where shown on plans in accordance with AWWA C105.

m. Maintain minimum of 30 inches of cover unless otherwise directed by Engineer.

3. Jointing:

a. General Requirements:

- (1) Perform in accordance with manufacturer's recommendations.
- (2) Clean and lubricate all joint and gasket surfaces with lubricant recommended.
- (3) Utilize methods and equipment capable of fully homing or making up joints without damage.
- (4) Check joint opening and deflection for specification limits.

b. Special provisions for jointing ductile-iron to cast-iron pipe:

- (1) Conform to AWWA C600.
- (2) Visually examine while suspended and before lowering into trench.

- (a) Paint bell, spigot, or other suspected portions with turpentine and dust with cement to check for cracks invisible to the eye.
- (b) Remove turpentine and cement by washing when test is satisfactorily completed.
- (c) Reject all defective pipe.
- c. Conform to AWWA C600 and ASTM D2321 for jointing and laying PVC pipe.
- 4. Cutting:
 - a. Cut in neat workman-like manner without damage to pipe.
 - b. Cut cast-iron with Carborundrum saw or other approved method.
 - (1) Smooth cut by power grinding to remove burrs and sharp edges.
 - (2) Repair lining as required and approved by Engineer.
- 5. Closure Pieces:
 - a. Connect two (2) segments of pipelines or a pipeline segment and existing structure with short sections of pipe fabricated for the purpose.
 - b. Observe specifications regarding location of joints, type of joints and pipe materials and strength classifications.
 - c. May be accomplished with sleeve coupling for water pipe.
 - (1) Of length such that gaskets are not less than 3 inches from pipe ends.
 - (2) Include spacer ring identical to pipe end such that clear space does not exceed 1/4 inch.
- 6. Temporary Plugs:
 - a. Install whenever installed pipe is left unattended.
 - b. Use water-tight plug.
- 7. Thrust Blocks:
 - a. Provide for all horizontal or vertical turns utilizing fittings.
 - b. Use on all dead-end and tee (T) fittings.
 - c. Install as indicated on Standard Detail Drawings.
 - d. Construct to undisturbed edge of trench for bearing.
 - e. Provide minimum bearing area in S.F. as follows based on 150 psi test pressure and 2,000 psf soil bearing:

Pipe Size	Tee Dead-ends	11.25° Bend	22.5° Bend	45° Bend	90° Bend
4"	1.0	0.5	0.5	0.8	1.3
6"	2.2	0.5	0.9	1.6	3.0
8"	3.8	0.8	1.5	2.9	5.3
10"	6.0	1.2	2.3	4.5	8.4
12"	8.5	1.7	3.3	6.5	12.1
14"	11.6	2.3	4.5	8.9	16.4
16"	15.2	3.0	5.9	11.6	21.4

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14.10 VALVE AND APPURTENANCE INSTALLATION**A. Valves:**

1. Install with stems vertical when installation is horizontal.
2. Set valves on concrete thrust block having four (4) square feet of bearing area on undisturbed earth. Bag of Sak-crete or equal is acceptable.

B. Valve Boxes:

1. Center on valves.
2. Carefully tamp earth around each valve box to a distance of 4 feet on all sides of box or to undisturbed trench face, if less than 4 feet.

C. Hydrants:

1. Set hydrants where shown on plans in accordance with Standard Detail Drawings.
2. Install blocks and anchors in accordance with Standard Detail Drawings.
3. Set reference elevation 3 inches above existing grade or to elevation established by Engineer (not to exceed 6 inches).
4. Break-away flange to be either ground level where applicable or between 3 inches and 6 inches above curb as established by Engineer.

14.11 ACCEPTANCE TESTS FOR PRESSURE MAINS**A. Perform hydrostatic-pressure and leakage test.**

1. Conform to AWWA C600 procedures.
 - a. As modified herein.
 - b. Shall apply to all pipe materials specified.
2. Perform after backfilling.

B. Test separately in segments between sectionalizing valves, between a sectionalizing valve and a test plug, or between test plugs.

1. Contractor to furnish and install test plugs, including all anchors, braces and other temporary or permanent devices to withstand hydrostatic pressure on plugs, at no additional cost to the Owner.
2. Contractor responsible for any damage to public or private property caused by failure of plugs.

C. Limit fill rate of line to available venting capacity. Fill rate shall be regulated to limit velocity in lines when flowing full to not more than 1 fps.**D. The City will make water for testing available to Contractor at nearest source.****E. Pressure Test:**

1. Conduct at pressure at least 1.5 times the normal working pressure but not less than 150 psi.
2. Maintain pressure for a minimum of two (2) hours.
3. Test pressure shall not vary by more than 15 psi.

F. Leakage Test:

1. Conduct concurrently with the pressure test.
2. Maintain pressure for a minimum of one (1) hours.

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3. Acceptable when leakage does not exceed that determined by the following formula:

$$L = \frac{ND\sqrt{P}}{7400}$$

L = Maximum permissible leakage in gallons per hour.

N = Number of pipe joints in segment under test.

D = Nominal internal diameter of pipe being tested in inches.

P = Average actual leakage test pressure, psi.

- 4. Repeat leakage test as necessary.
 - a. After location of leaks and repair or replacement of defective joints, pipe or fittings.
 - b. Until satisfactory performance of test.
 - c. At no increase in cost to the Owner.

G. Refit and replace all pipe not meeting the leakage or pressure requirements. Repair clamp is not permitted.

H. Repair all visible leaks regardless of the amount of leakage.

I. The City or Engineer will observe all tests.

14.12 DISINFECTION OF PIPELINES FOR CONVEYING POTABLE WATER

A. Contractor to provide all equipment and materials and perform in accordance with AWWA C601:

- 1. As modified herein.
 - 2. Include chlorination and final flushing.
- B. Add chlorine to attain an initial concentration of 50mg/l chlorine with 10 mg/l remaining after 24 hours.
- C. Flush main until concentration is 2 mg/l or less prior to placing main in service.
- D. Obtain approval of materials and methods proposed for use.
- E. May be conducted in conjunction with acceptance tests.
- F. Dispose of flushing water without damage to public or private property.
- G. Repeat disinfection procedure should initial treatment fail to yield satisfactory results.
 - 1. At no additional cost to the Owner.
 - 2. Owner will provide water under terms specified for acceptance tests.
- H. Flush at rate sufficient to remove deposits and silt from pipe.
- I. Provide safe bacterial sample results before placing main into service.
(Contract/Developer responsibility)

14.13 WATER MAINS & WASTEWATER FORCE MAINS MEASUREMENT

- A. Measure in linear feet by specified pipe size along the centerline of the pipe with no deduction for fittings and connections.
- B. Includes furnishing, handling, laying pipe materials and polyethylene wrapping as indicated; trench excavation, backfill and compaction; dewatering; sheeting, shoring and bracing; testing; disinfection as required; utilities repair and relocation; providing all labor, tools, equipment and miscellaneous associated work necessary to complete item.
- C. Payment: unit price per linear foot.

14.14 GATE VALVES

- A. Includes furnishing and placing valve, valve box; excavation, backfill and compaction; special blocking; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each valve per size indicated.

14.15 HYDRANTS

- A. Includes furnishing and placing hydrant, hydrant gate valve; special anchored fittings; valve box; excavation, backfill, drainage fill, and compacting; providing all labor, equipment, tools and miscellaneous associated needed to complete item.
- B. Hydrant runs are measured from the centerline of the hydrant to the water main and will be measured and paid as water transmission lines.
- C. Payment: unit price for each hydrant.

14.16 BLOW-OFF VALVES

- A. Includes furnishing and placing valve, valve box; excavation, backfill and compaction; special blocking; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each valve per size indicated.

14.17 AIR RELEASE VALVES

- A. Includes furnishing and placing valve, valve box; excavation, backfill and compaction; special blocking; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each valve per size indicated.

14.18 PRESSURE REDUCING VALVES

- A. Includes furnishing and placing valve, valve box; excavation, backfill and compaction; special blocking; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each valve per size indicated.

14.19 CORPORATION STOPS

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A. Includes furnishing and placing all materials; tapping the main; clamp saddles as required; excavation, backfill and compaction; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.

B. Payment: unit price for each corporation stop by specified size.

14.20 CURB STOP AND BOX

A. Includes furnishing and placing the curb stop and box; excavation, backfill and compaction; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.

B. Payment: unit price for each curb stop by specified size.

14.21 WATER SERVICE LINES

A. Measure in lineal feet by specified pipe size along centerline of pipe.

B. Includes furnishing, handling, laying pipe materials; trench excavation, backfill and compaction; dewatering; testing; disinfection; utilities repair and relocation; fittings; providing all labor, tools, equipment and miscellaneous associated work necessary to complete item.

C. Payment: unit price per lineal foot or as specified.

14.21 CUTTING INTO EXISTING MAINS

A. Includes cutting existing mains; providing and installing required cutting in sleeves; trench excavation; backfill and compaction; dewatering; sheeting, shoring and bracing; testing; disinfection; providing all labor, tools, equipment and miscellaneous associated work necessary to complete item.

B. Payment: unit price for each cutting-in operation.

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**SECTION 15
SANITARY SEWER SPECIFICATIONS**

15.01 GENERAL (Related Requirements Specified Elsewhere)

- A. Trenching, Backfilling and Compacting: Section 12.
- B. Pipe Boring and Jacking: Section 13.

15.02 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Store materials to prevent physical damage.
- B. Protect materials during transportation and installation to avoid physical damage.

15.03 GENERAL DESCRIPTION OF WORK COVERED

Furnish and install all sewer pipe, fittings and structures, and accessories required for sanitary sewer construction as indicated.

15.04 QUALITY ASSURANCE

- A. Comply with latest published editions of American Society of Testing and Materials (ASTM) Standards:
 - 1. ASTM C478 - Concrete Pipe Manholes.
 - 2. ASTM D1784 - Rigid Poly (vinyl chloride) (PVC) Compounds and Chlorinated Poly (vinyl chloride) (CPVC) Compounds.
 - 3. ASTM D2321 - Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.
 - 4. ASTM D2564 - Solvent Cements for Poly Plastic Pipe and Fittings.
 - 5. ASTM D3212 - Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.
 - 6. ASTM D3034 Type PSM - PVC Sewer Pipe and Fittings.

15.05 PRODUCTS (General Requirements)

- A. Pipe furnished shall be PVC for sanitary sewer construction unless shown otherwise on plans or bid forms.
- B. All pipe shall be marked in accordance with applicable standard specification under which pipe is manufactured unless otherwise specified.

15.06 POLYVINYL CHLORIDE PLASTIC PIPE (PVC)

- A. Comply with ASTM D3034 for pipe using material conforming to ASTM D1784 for pipe and fittings.
- B. Use single elastomeric gasket push-on joints complying with ASTM D3212.
- C. Provide pipe and fittings with minimum SDR-35 dimension ratio.
- D. SDR 35 shall be used for service laterals.
- E. Pipe shall be color coded by one of the following methods:
 - 1. 3 green stripes (1/2 inch high) with permanent ink along the entire length with 3/4 inch letters every 21 inches along each stripe designating "Sewer".
 - 2. Use pipe pigment to color code pipe Green.

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15.07 STRUCTURES AND PIPE ACCESSORIES

- A. Fittings:
1. Fittings allowed only on service laterals and drop manholes.
 2. Fittings shall equal or exceed quality of pipe.
- B. Manholes & Sections:
1. Construction shall be pre-cast reinforced concrete capable of sustaining an H-20 loading.
 2. Manholes shall be constructed in accordance with ASTM C-478, using Type II or Type III Portland Cement.
 3. Leakage shall not exceed one (1) gallon per day per vertical foot of manhole.
 4. Manholes shall have a minimum I.D. of 48 inches, unless otherwise noted on plans.
 5. Base section shall be monolithic to a point 6" above the crown of the incoming pipe with minimum 6" thick bottom section and 5" wall section and made in accordance with ASTM C-478.
 6. Pipe holes shall be properly located and either cast in place with appropriate boot or required shape, or core drilled after concrete has set. Minor field adjustments may be made with approval of City. The invert of the lowest pipe shall be a minimum of 4" above the inside floor of the base section.
 7. Cone (top) sections shall be eccentric narrowing from 48" to 24" I.D., unless otherwise noted on plans.
 8. Flat top sections shall be used in place of cone sections for manholes less than 5 feet deep. The 24" access hole shall be offset to allow easy access to steps (if used) and shall be reinforced to support an H-20 loading.
 9. Shallow manholes less than 3 feet deep shall be constructed according to a City detail drawing.
 10. The joints between sections shall be one of the following:
 - a. Lap joint design with the upper lip inside and suitably shaped to accommodate a bitumastic joint sealer.
 - b. "O" Ring.
 11. Pipe to manhole seals shall be made utilizing one of the following or approved equal.
 - a. Kore-N-Seal or, Lock-Joint, with stainless steel bands and screws.
 - b. A-LOK.
 12. Brick manholes shall only be used with consent of Engineer and the City.
- C. Manhole Accessories:
1. Manhole Lid and Cover:
 - a. Gray cast iron, with nominal opening of 24 inches.
 - b. Cover shall be embossed with "SANITARY SEWER" as shown on detail drawings.
 - c. The lifting holes shall not extend through cover.
 - d. Use Vulcan Model VM-37 or approved equal for lids not requiring bolting features.

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- e. Use Vulcan Model VM-360WT or approved equal for bolted covers.
 - f. Use Vulcan Model VM-50 or approved equal for specified flood areas.
 - g. Use Certain Teed RE 85 R3 FD with Anti-theft locking key (RE 80 K9 FD) for lids requiring locking features.
2. Manhole Coating:
 - a. Apply two coats of a foundation coating or approved equal to the interior and to the exterior.
 - b. Apply one coat of Preco Epoxy coating to manholes receiving discharges of force mains.
 - c. Apply coatings according to manufacturer's recommendation.
 3. Steps:
 - a. Shall be embedded in the concrete by the manufacturer.
 - b. Steps shall be reinforced ABS plastic, guaranteed for use in sewers.
 4. Invert Channels

15.08 EXECUTION (General)

Provide all labor, equipment and materials and install all pipe, fitting, specials and appurtenances as indicated or specified.

15.09 PIPE INSTALLATION**A. Handling:**

1. Handle in a manner to insure installation in sound and undamaged condition.
 - a. Do not drop or bump.
 - b. Use slings, lifting lugs, hooks and other devices designed to protect pipe, joint elements, and coatings.
2. Ship, move and store with provisions to prevent movement or shock contact with adjacent units.
3. Handle with equipment capable of work with adequate factor of safety against overturning or other unsafe procedures.

B. Installation:

1. Utilize equipment, methods, and materials insuring installation to lines and grades as indicated.
 - a. Do not lay on blocks unless pipe is to receive total concrete encasement.
 - b. Use laser or minimum of three (3) batter boards for control of line and grade.
2. Install pipe of size, material, strength class, and joint type with embedment shown for plan location.
3. In so far as possible, commence laying at downstream end of line and install pipe with bell ends in direction of laying. Sewer pipe shall have spigot ends in direction of flow. Obtain approval for deviations therefrom.

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4. Clean interior of all pipe, fittings and joints prior to installation. Exclude entrance of foreign matter during discontinuance of installation.
 - a. Close open ends of pipe with snug fitting closures.
 - b. Do not let water fill trench. Include provisions to prevent flotation should water control measures prove inadequate.
 - c. Remove water, sand, mud, and other undesirable materials from trench before removal of end cap.
 5. Inspect pipe prior to installation to determine if any pipe defects are present.
 6. Brace or anchor as required to prevent displacement after establishing final position.
 7. Perform only when weather and trench conditions are suitable.
 8. Observe extra precaution when hazardous atmospheres might be encountered.
 9. Sanitary sewer relation to water mains:
 - a. Horizontal Separation:
 - (1) Maintain 10 feet horizontal separation whenever possible.
 - (2) When a 10-foot separation distance cannot be maintained, the sewer pipe shall be encased in a sleeve or in concrete.
 - b. Crossing Water Pipes:
 - (1) Sewers crossing under water mains shall be laid to provide a minimum vertical distance of 18 inches between the invert of the water main and the crown of the sewer pipe.
 - (2) Where the 18-inch separation cannot be maintained or when the sewer pipe passes over the water main, the crossing shall be arranged so that the sewer pipe joints and water main joints are equal distance from and 10 feet between any two joints, or the sewer pipe may be placed in a sleeve or encased in concrete for a distance of 10 feet from the point of crossing.
 10. Auger or jack casing in place where shown on plans.
 11. Maintain minimum of 30 inches of cover unless directed by Engineer.
 12. Encase sewer pipe in steel casing or use ductile iron pipe when crossing under pipe, conduit, or structure of 24 inches in diameter or greater when a 6-inch separation distance cannot be maintained. This protection shall extend a minimum of 5 feet beyond crossed structure.
- C. Jointing:
1. General Requirements:
 - a. Perform in accordance with manufacturer's recommendations.
 - b. Clean and lubricate all joint and gasket surfaces with lubricant recommended.
 - c. Utilize methods and equipment capable of fully homing or making up joints without damage.
 - d. Check joint opening and deflection for specification limits.
- D. Closure Pieces:
1. Connect two (2) segments of pipelines or a pipeline segment and existing structure with short sections of pipe fabricated for the purpose.

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2. Observe specifications regarding location of joints, type of joints and pipe materials and strength classifications.

E. Temporary Plugs:

1. Furnish and install temporary plugs at each end of work for removal by others when completed ahead of adjacent contract or where indicated.

2. Remove from pipe laid under adjacent contract in order to complete pipe connection when work by other contractor is finished prior to work at connection point under this contract.

3. Plugs:

- a. Use test plugs as manufactured by pipe supplier, or
- b. Fabricated by Contractor of substantially same construction.
- c. Must be watertight against heads up to 20 feet of water.
- d. Secure in place in a manner to facilitate removal when required to connect pipe.

15.10 MANHOLE INSTALLATION

A. Pre-cast Bases:

1. Place on 6-inch layer of compacted sand, gravel or sandy material as approved by Engineer.
2. Base shall be leveled prior to installation of manhole sections.

B. Cast In Place Bases:

1. Cast on 6-inch layer of compacted sand, gravel or sandy material as approved by Engineer.
2. Manhole bases and channel inverts may be constructed integrally.

C. Manhole Sections:

1. Use pre-cast sections unless cast-in-place manholes approved by Engineer.
2. Pre-cast sections may be installed after base concrete has attained 75% of design strength.
3. Seals between manhole sections shall use one of the following or approved equal.
 - a. Bitumastic Seal (Kent No. 2, Ram Neck)

D. Invert Channels:

1. Form invert channel as indicated.
2. Alternate invert and shelf may be constructed of mortar over concrete fill with approval of Engineer.
3. Make changes in direction of flow with smooth curves of as large a radius as size of manhole permits.
4. Make changes in size and grade smoothly and uniformly.
5. Slope floor of manhole adjacent to channels, toward the channels.
6. Finish channel bottom smoothly without roughness, irregularity, or pockets.
7. On straight through single pipe manholes, half sections of same pipe may be used with mortar and concrete with approval of Engineer.
8. Precast inverts in base sections are acceptable.

E. Pipe Connection to Manholes:

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1. Make watertight.
 2. Use rubber gasket or other as approved by the City.
- F. Field applied coatings shall be applied after Engineer's approval of structure.

15.11 ACCEPTANCE TESTS FOR SEWER PIPELINES AND MANHOLES

A. Infiltration Testing:

1. General:
 - a. Maximum infiltration for each section of sewer pipe shall not exceed 100 gal/mile/day/ inch of pipe diameter.
 - b. Infiltration, exfiltration or air test may be used to prove compliance with infiltration requirement.
 - c. Acceptance of air test or exfiltration results will not preclude rejection of work if infiltration is measured and exceeds limitation.
 - d. Maximum infiltration for each manhole shall not exceed 1 gallon per vertical foot per 24 hours.
 - e. All tests to be witnessed by the City.
2. Air Test:
 - a. Furnish all facilities required including:
 - (1) Necessary piping connections.
 - (2) Test pumping equipment.
 - (3) Pressure gauges or manometers.
 - (4) Bulkheads .
 - (5) All miscellaneous items required.
 - b. Obtain approval from Engineer for equipment and methods proposed for use.
 - c. Test pipe in sections determined by Contractor and approved by Engineer.
 - d. Plug ends of line and cap or plug all connections to withstand internal test pressures.
 - e. Introduce low pressure air until internal air pressure is 4.0 psi greater than the average back pressure of ground water above the pipe. (Add 0.43 psi for each vertical foot of ground water over the top of pipe.)
 - f. Allow two (2) minutes for air pressure to stabilize.
 - g. Time required for pressure to decrease from 3.5 to 2.5 psi greater than average back pressure of any ground water above pipe shall not be less than time in the following table for given diameters.

Pipe Diameter	
Inches	Minutes
6	3.0
8	4.0
10	5.0
12	5.5
15	7.0

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18	8.5
21	10.0
24	11.5
27	12.75
30	14.0
36	17.0

h. Repeat test as necessary after all leaks and defects have been repaired.

B. Exfiltration Test:

1. Furnish all facilities required to plug pipe sections and fill with water to attain a minimum elevation of water in upstream manhole two (2) feet higher than top of pipe in line being tested, or two (2) feet above existing ground water in trench, whichever is higher elevation.
2. Maintain water level in manhole at start of test period for one (1) hour.
3. Water added to maintain level (water lost) shall not exceed the following amounts:

- | | | | | | | | | |
|----|-----|------|---|------|--------|-----|-----|-------|
| a. | 8" | pipe | - | 0.63 | gallon | per | 100 | feet. |
| b. | 10" | pipe | - | 0.79 | gallon | per | 100 | feet. |
| c. | 12" | pipe | - | 0.95 | gallon | per | 100 | feet. |
| d. | 15" | pipe | - | 1.19 | gallon | per | 100 | feet. |
| e. | 18" | pipe | - | 1.42 | gallon | per | 100 | feet. |
| f. | 21" | pipe | - | 1.66 | gallon | per | 100 | feet. |
| g. | 24" | pipe | - | 1.90 | gallon | per | 100 | feet. |

Note: Allowable leakage may be increased by 5% for each foot of head above water elevation indicated above.

C. Infiltration Test:

1. May be used in lieu of air test or exfiltration test if Contractor can prove that ground water conditions are such that crown of pipe is covered with not less than two (2) feet of water at highest point in section being tested. The test head shall be maintained for not less than 24 hours before a weir measurement is made.
2. Infiltration shall be measured with weir at manhole and shall not exceed amounts stated in paragraph B, Exfiltration Test above.
3. Engineer will require exfiltration or air test if Contractor cannot prove to satisfaction of Engineer that ground water conditions are satisfactory.

15.12 SERVICE CONNECTIONS

- A. Install service connections at each dwelling or business place, or as directed by Engineer.
- B. Services wyes: install wyes, 4-inch branch diameter unless shown otherwise on plans. See standard detail, "Typical Service Connection".

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- C. Risers: may be used with wyes for service connections where invert of sewer is seven (7) feet or more below ground surface or where shown on plans. Terminate each connection as shown on plans or as directed by Engineer.
- D. Place suitable stopper in end of connection.
- E. Backfill trench only after recording exact location and depth of service connection.
- F. Street crossings shall have a minimum of two (2) feet of cover to subgrade unless approved by Engineer.
- G. Drive a 1/2-inch metal rebar adjacent to each service connection, with top of post one (1) foot below ground surface.

15.13 CONNECTIONS TO EXISTING DRAINS AND SEWER SYSTEM

- A. Connect existing sanitary service drains which cross new sewer line through equal sized wye.
- B. Connect no storm drains to new sewers.
- C. Connections to Existing Manholes:
 - 1. Insert new sewer pipe flush with inside of manhole.
 - 2. Seal new pipe in place to be watertight.
 - 3. Reconstruct manhole bottom to suit new connection.
 - 4. All debris to be removed.
- D. Connections to Existing Sewer:
 - 1. Build new manhole around existing sewer.
 - 2. Break out existing sewer inside of manhole and construct bottom to suit new connection.

15.14 SEWER PIPE MEASUREMENT & PAYMENT

- A. Measure in linear feet by specified pipe size along centerline of pipe with no deduction for manholes, wye connections or riser connections.
- B. Includes furnishing handling, laying pipe materials and specified bedding materials; trench excavation, backfill and compaction; dewatering; sheeting, shoring and bracing; testing; utilities repair and relocation; providing all labor, tools, equipment and miscellaneous associated work necessary to complete item.
- C. Payment: unit price per linear foot.

15.15 MANHOLES MEASUREMENT & PAYMENT

- A. Includes furnishing and placing all pre-cast and cast in place materials; excavation, backfill and compaction; frame and lid; stub pipes; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each manhole.

15.16 WYE CONNECTIONS PAYMENT

- A. Measure each as installed by nominal pipe size.

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B. Includes additional cost of wye over straight pipe, joints, stoppers and one 1/8 bend sweep.

C. Payment: unit price per each clean out.

15.17 RISER CONNECTIONS PAYMENT

A. Measure each connection installed by nominal pipe size.

B. Includes furnishing and installing wye or tee connection, elbows, concrete work, extra excavation, backfilling and compaction, stoppers and providing labor, equipment and miscellaneous associated work needed to complete item. Does not include straight pipe used for riser.

C. Payment: unit price per each.

15.18 RISER PIPE PAYMENT

A. Measure in lineal feet of straight pipe from fitting joints at upper and lower extreme of riser.

B. Includes furnishing and installing pipe materials, bracing; supports; excavation, backfill and compaction; providing labor, equipment and miscellaneous associated work needed to complete item.

C. Payment: unit price per lineal foot.

15.19 SERVICE CONNECTION LATERAL PIPE PAYMENT

A. Measure in lineal feet by nominal pipe size as installed.

B. Includes furnishing, handling, laying pipe materials; trench excavation, backfill and compaction; dewatering; utilities repair; providing all labor, equipment and miscellaneous associated work needed to complete item.

C. Payment: unit price per lineal foot.

15.20 CLEANOUTS/ LAMPHOLES PAYMENT

Includes furnishing and placing all clean outs; excavation, backfill and compaction; stub pipe; frame and lid; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.

15.21 AS-BUILT RECORDS

A complete set of as-built records shall be kept by the Contractor. These records shall show all items of construction and equipment which differ in size, shape or location from those shown on the contract drawings, also any additional work, existing features or utilities revealed by construction work which are not shown on the contract drawings. These reports shall be kept up-to-date daily. They may be kept on a marked set of contract drawings to be furnished by the Contractor for this purpose, or in any other form which is approved prior to the beginning of the work. They shall be available at all times during construction for reference by the Engineer and Owner, and shall be delivered to the Engineer upon completion of the work.

END OF DOCUMENT 00800 – SUPPLEMENTARY CONDITION

April 25, 2019
PREPARED BY: Roy Petrey, P.E.



SPECIFICATIONS PACKAGE
FINANCIAL PROJECT ID(S): 421997-3-58-01, 421997-7-58-01, 421997-8-58-01
FEDERAL FUNDS
DISTRICT THREE
OKALOOSA COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the January 2019 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

Signature and Seal:	_____ (See Below) _____
Date:	_____
State of Florida,	
Professional Engineer, License No.:	_____ 45581 _____
Firm Name:	_____ <u>Okaloosa Board of County Commissioners</u> _____
Firm Address:	_____ <u>1759 South Ferdon Blvd</u> _____
City, State, Zip Code:	_____ <u>Crestview, FL 32536</u> _____
Certificate of Authorization Number:	_____ <u>N/A (Governmental Unit)</u> _____
Page(s):	_____ 98 _____

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LAP DIVISION 1 SPECIFICATIONS.

(REV 8-21-18) (1-19)

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

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

FROM SECTION 1 – DEFINITIONS AND TERMS:

Department Name: Okaloosa County Board of County Commissioners

Engineer: Okaloosa County Engineer

Contractor’s Engineer of Record.

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

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

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

Specialty Engineer.

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

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

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

FROM SECTION 4 (SCOPE OF THE WORK)

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not

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limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

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

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

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

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation

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already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

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

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

Payment for burden shall be limited solely to the following:

Table 4-3.2.1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor’s actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida’s rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

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

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-3.2.1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any

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right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

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

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

Allowable Equipment Rates will be established as set out below:

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

The Monthly Rate is The Basic Machine Rate Plus Any Attachments.

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

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

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

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

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

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate

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paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

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

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

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

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

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

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

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

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$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original

Subcontract amounts(s)*

B = Original Contract Time

C = 8%

Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s)

performing the work

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

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

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

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

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

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

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payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

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

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

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Design Standards.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This Subarticle does not, however, apply to any such

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proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the Contractor from submitting Proposals when the required functions and characteristics can be combined, reduced or eliminated because they are nonessential or excessive. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal.

3. The Department reserves the right to reject at its discretion any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

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5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If

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there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless

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the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

4-4 Unforeseeable Work.

When the Department requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4-3.1, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

4-5 Rights in and Use of Materials Found on the Site of the Work.

4-5.1 Ownership and Disposal of Existing Materials: Take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal. Such materials do not include earth or other excavated material required for the construction of the project. During construction, the Contractor may use materials from existing structures that are required to be removed and that are designated to remain the property of the Department. Do not cut or otherwise damage such material during removal unless the Engineer gives permission to do so. Store material in an accessible location as the Engineer directs. The Department is not responsible for the quality or quantity of any material salvaged.

4-5.2 Ornamental Trees and Shrubs: Take ownership of all ornamental trees or shrubs existing in the right-of-way that are required to be removed for the construction operations and which are not specifically designated in the Plans to be reset, or to be removed by others prior to the construction operations.

4-6 Final Cleaning Up of Right-of-Way.

Upon completion of the work, and before the Department accepts the work and makes final payment, remove from the right-of-way and adjacent property all falsework, equipment, surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, that has been damaged during the prosecution of the work; and leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the entire length of the work under Contract. Do not dispose of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners. The Engineer will allow the Contractor to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the project. However, do not place or store discarded equipment, materials, or rubbish on such a site.

Shape and dress areas adjacent to the project right-of-way that were used as plant sites, materials storage areas or equipment yards when they are no longer needed for such purposes. Restore these areas in accordance with 7-11.1 and 7-11.2. Grass these areas when the Engineer directs.

FROM SECTION 5 – CONTROL OF THE WORK

5-1 Plans and Working Drawings.

5-1.1 Contract Documents: Have available the Contract Documents on the worksite at

all times.

5-1.2 Department's Plans: Plans consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. In general, roadway plans will show alignment, profile grades, typical cross-sections and general cross-sections. In general, structure plans will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades, and B.M. Datum is North American Vertical Datum 1988 (NAVD-1988), National Geodetic Vertical Datum of 1929 (NGVD-1929), or other datum as noted in the Plans.

5-1.3 Alterations in Plans: The Department will issue, in writing, all authorized alterations affecting the requirements and information given on the approved Plans.

5-1.4 Shop Drawings:

5-1.4.1. Definitions:

1. Shop Drawings: All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the Contractor to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project.

2. Permanent Works: All the permanent structures and parts thereof required of the completed Contract.

3. Temporary Works: Any temporary construction work necessary for the construction of the permanent works. This includes but is not limited to bracing, falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, and special erection equipment.

4. Construction Affecting Public Safety: Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

5. Major and Unusual Structures: Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

- a. Bridges with an individual span longer than 300 feet.
- b. Structurally continuous superstructures with spans over 150 feet.
- c. Steel box and plate girder bridges.
- d. Steel truss bridges.
- e. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
- f. Cable stayed or suspension bridges.
- g. Arch bridges
- h. Tunnels
- i. Movable bridges (specifically electrical and mechanical components)
- j. Rehabilitation, widening, or lengthening of any of the above.

6. Special Erection Equipment includes launching gantries, beam and winch equipment, form travelers, stability towers, strong-backs, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction equipment such as cranes.

7. Falsework includes any temporary construction work used to support the

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permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.

8. Formwork includes any structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty Engineer for Construction Affecting Public Safety and for Major and Unusual Structures.

9. Scaffolding is an elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.

10. Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this Section, this term is interchangeable with falsework.

11. Bracing is a temporary structural member(s) placed between beams, girders, piles columns, etc. to provide stability during construction activities.

12. Contractor Originated Designs: Items which the Contract Documents require the Contractor to design, detail and incorporate into the permanent works.

5-1.4.2 Work Items Requiring Shop Drawings: In general, the Department requires shop drawings for items of work not fully detailed in the Plans which require additional drawings and coordination prior to constructing the item, including but not limited to:

1. Bridge components not fully detailed in the Plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.
2. Retaining Wall Systems
3. Precast Box Culverts
4. Non-standard structures and components for drainage, lighting, signalization and signing
5. Building structures
6. Non-standard crash cushions and other nonstructural items
7. Design and structural details furnished by the Contractor in compliance with the Contract
8. Temporary Works affecting public safety

Additional clarification for certain types of bridge structures is provided in 5-1.4.7. Other provisions of the Contract Documents may waive the requirement for submittals for certain items; i.e., items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Review the Contract Documents to determine the submittals required.

5-1.4.3 Schedule of Submittals: Prepare and submit a schedule of submittals that identifies the work for which shop drawings apply. For each planned submittal, define the type, and approximate number of drawings or other documents that are included and the planned submittal date, considering the processing requirements herein. Submit the schedule of submittals to the Department's Shop Drawing Review Office and the Engineer of Record within 60 days of the start of the Contract, and prior to the submission of any shop drawings.

Coordinate subsequent submittals with construction schedules to allow sufficient time for review, approval, and re-submittal as necessary.

5-1.4.4 Style, Numbering, and Material of Submittals:

5-1.4.4.1 Drawings: Submit all shop drawings that are necessary to complete the

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structure in compliance with the design shown in the Plans. Prepare all shop drawings using the same units of measure as those used in the Contract Plans. Consecutively number each sheet in the submittal series, and indicate the total number in the series (i.e., 1 of 12, 2 of 12 . . . 12 of 12). Include on each sheet the following items as a minimum requirement: the complete Financial Project Identification Number, Bridge Number(s), drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the work is being done, the initials of the person(s) responsible for the drawing, the date on which the drawing was prepared, the location of the item(s) within the project, the Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate. A re-submittal will be requested when any of the required information is not included.

Shop drawings shall be submitted in Portable Document Format (PDF) files, formatted on 11 inch by 17 inch sheets.

5-1.4.4.2 Other Documents: Submit PDF files of other documents such as trade literature, catalogue information, calculations, and manuals formatted on sheets no larger than 11 inch by 17 inches. Clearly label and number each sheet in the submittal to indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12 . . . 12 of 12).

Prepare all documents using the same units of measure as the Contract Plans and include a Table of Contents cover sheet. List on the cover sheet the total number of pages and appendices, and include the complete Financial Project Identification Number, a title referencing the submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate.

Submit appropriately prepared and checked calculations and manuals that clearly outline the design criteria. Include on the internal sheets the complete Financial Project Identification Number and the initials of the person(s) responsible for preparing and checking the document.

Clearly label trade literature and catalogue information on the front cover with the title, Financial Project Identification Number, date and name of the firm and person(s) responsible for that document.

5-1.4.5 Submittal Paths:

5-1.4.5.1 General: Shop drawings are not required for prequalified items. For non-prequalified items, determine the submittal path to be followed based upon the identity of the Engineer of Record as shown adjacent to the title block on the structural plan sheets, and on the key sheets of roadway plans, signing, and pavement marking plans, and/or lighting plans. At the preconstruction conference, the Department will notify the Contractor in writing of any changes in the submittal path and whether the Department's or the Consultant's review stamp will signify an officially reviewed shop drawing.

1. When the Florida Department of Transportation is the Engineer of Record, submit shop drawings to the Resident Engineer and to the appropriate Department Shop Drawing Review Office. Include in the submittal other information such as catalog data, procedure manuals, fabrication/welding procedures, and maintenance and operating procedures when required by the work. Submit material certifications and material tests to the Resident Engineer.

2. When the Engineer of Record is a consultant hired by the Department, submit shop drawings to the consultant, the Resident Engineer and, when requested, to the appropriate Department Shop Drawing Review Office. Include in the submittal other documentation such as catalog data, procedure manuals, fabrication/welding procedures, and maintenance and operating manuals when required by the work. Submit material certifications and material tests to the

Resident Engineer.

5-1.4.5.2 Building Structures: Submit working, shop and erection drawings, and all correspondence related to building structures, such as Rest Area Pavilions, Office Buildings, and Maintenance Warehouses, to the Architect of Record and the Resident Engineer for review and approval.

5-1.4.5.3 Contractor-Originated Design: Submit shop drawings and applicable calculations to the Engineer of Record for review. The shop drawings and applicable calculations must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record. Submit in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.4 Temporary Works: For Construction Affecting Public Safety, submit to the Engineer of Record shop drawings and the applicable calculations for the design of special erection equipment, bracing, falsework, scaffolding, etc. The shop drawings and applicable calculations must be signed and sealed by the Specialty Engineer. Submit in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.5 Falsework Founded on Shallow Foundations: When vertical displacement limits are provided in the Plans for falsework founded on shallow foundations such as spread footings and mats, submit to the Engineer of Record shop drawings and applicable calculations of the falsework system including subsurface conditions and settlement estimates. The shop drawings and applicable calculations must be signed and sealed by the Specialty Engineer. Submit in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.6 Formwork and Scaffolding: The Contractor is solely responsible for the safe installation and use of all formwork and scaffolding. The Department does not require any formwork or scaffolding submittals unless such work would be classified as Construction Affecting Public Safety. For formwork, scaffolding, or other temporary works affecting public safety; develop the required designs in accordance with the AASHTO Guide Design Specifications for Bridge Temporary Works, the AASHTO Construction Handbook for Bridge Temporary Works, and Chapter 11 of the Structures Design Guidelines (SDG) using wind loads specified in the SDG.

5-1.4.5.7 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. At a minimum, provide temporary bracing at each end of each beam or girder. Develop the required bracing designs in accordance with the AASHTO LRFD Bridge Design Specifications (LRFD) and Chapter 11 of the SDG using wind loads specified in the SDG. For information not included in the SDG or LRFD, refer to the AASHTO Guide Design Specifications for Bridge Temporary Works and the AASHTO Construction Handbook for Bridge Temporary Works.

For Construction Affecting Public Safety, when temporary bracing requirements are shown in the Plans, submit plans and calculations signed and sealed by a Specialty Engineer for the design of temporary bracing members and connections based on the forces shown in the Plans. In addition, submit a written certification that construction loads do not exceed the assumed loads shown in the Plans.

For Construction Affecting Public Safety, when temporary bracing requirements are not shown in the Plans or an alternate temporary bracing system is proposed, submit plans and calculations signed and sealed by a Specialty Engineer including the stability analysis and design of temporary bracing members and connections.

5-1.4.5.8 Erection Plan: Submit, for the Engineer's review, an Erection

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Plan that meets the specific requirements of Sections 450, 452 and 460 and this section. Refer to Standard Plans, Index 102-600 for construction activities not permitted over traffic.

5-1.4.5.9 Other Miscellaneous Design and Structural Details Furnished by the Contractor in Compliance with the Contract: Submit to the Engineer of Record shop drawings and the applicable calculations. The shop drawings and applicable calculations must be signed and sealed by the Specialty Engineer. Submit in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.6 Processing of Shop Drawings:

5-1.4.6.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.

Coordinate, review, date, stamp, approve and sign all shop drawings prepared by the Contractor or agents (subcontractor, fabricator, supplier, etc.) prior to submitting them to the Engineer of Record for review. Submittal of the drawings confirms verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. Indicate on each series of drawings the specification section and sheet or drawing number of the Contract Plans to which the submission applies. Indicate on the shop drawings all deviations from the Contract drawings and itemize all deviations in the letter of transmittal.

Likewise, whenever a submittal does not deviate from the Contract Plans, clearly state so in the submittal.

Schedule the submission of shop drawings to allow for a 45 day review period. The review period commences upon the Engineer of Record's receipt of the valid submittal or valid re-submittal and terminates upon the transmittal of the submittal back to the Contractor. A valid submittal includes all the minimum requirements outlined in 5-1.4.4.

Submit shop drawings to facilitate expeditious review. The Contractor is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.

Only shop drawings distributed with the approval stamps are valid and all work that the Contractor performs in advance of approval will be at the Contractor's risk.

5-1.4.6.2 Scope of Review by Engineer: The Engineer of Record's review of the shop drawings is for conformity to the requirements of the Contract Documents and to the intent of the design. The Engineer of Record's review of shop drawings which include means, methods, techniques, sequences, and construction procedures are limited to the effects on the permanent works. The Engineer of Record's review of submittals which include means, methods, techniques, sequences, and construction procedures does not include an in-depth check for the ability to perform the work in a safe or efficient manner. Review by the Engineer of Record does not relieve the Contractor of responsibility for dimensional accuracy to ensure field fit and for conformity of the various components and details.

5-1.4.6.3 Special Review by Engineer of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the Engineer of Record, or other Engineer as the Department appoints for this purpose, will make an independent review of all relevant shop drawings and similar documents. Do not proceed with construction of the permanent works until receiving the Engineer of Record's written approval. The review of these shop drawings is for overall structural adequacy of the item to support the imposed loads and does not include a check for economy, efficiency or ease of construction.

5-1.4.7 Other Requirements for Shop Drawings for Bridges:

5-1.4.7.1 Shop Drawings for Structural Steel and Miscellaneous

Metals: Submit shop drawings for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop, and erection drawings, welding procedures, and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

5-1.4.7.2 Shop Drawings for Concrete Structures: Submit shop drawings for concrete components that are not cast-in-place and are not otherwise exempted from submittal requirements. Also, submit shop drawings for all details that are required for the effective prosecution of the concrete work and are not included in the Contract Documents such as: special erection equipment, masonry layout diagrams, and diagrams for bending reinforcing steel, in addition to any details required for concrete components for the permanent work.

5-1.4.7.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, within 60 days from the Notice to Proceed, submit information to the Engineer outlining the integration of the Major and Unusual Structure into the overall approach to the project. Where applicable to the project, include, but do not limit this information to:

1. The overall construction program for the duration of the Contract. Clearly show the Milestone dates. (For example, the need to open a structure by a certain time for traffic operations.)
2. The overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected, and the sequence in which spans are to be made continuous.
3. The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction, and an outline of how to deal with such obstacles while building the structure(s). (For example, obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property, and the Contractor's own temporary works, such as haul roads, cofferdams, plant clearances and the like.)
4. The approximate location of any special lifting equipment in relation to the structure, including clearances required for the operation of the equipment. (For example, crane positions, operating radii and the like.)
5. The approximate location of any temporary falsework, and the conceptual outline of any special erection equipment. Provide the precise locations and details of attachments, fixing devices, loads, etc. in later detailed submittals.
6. An outline of the handling, transportation, and storage of fabricated components, such as girders or concrete segments. Provide the precise details in later detailed submittals.
7. Any other information pertinent to the proposed scheme or intended approach

Clearly and concisely present the above information on as few drawings as possible in order to provide an overall, integrated summary of the intended approach to the project. The Department will use these drawings for information, review planning, and to assess the Contractor's approach in relation to the intent of the original design. Submittal to and receipt by the Engineer does not constitute any Department acceptance or approval of the proposals shown thereon. Include the details of such proposals on subsequent detailed shop drawing submittals. Submit timely revisions and re-submittals for all variations from these overall scheme proposals.

5-1.4.8 Modifications for Construction: Where the Engineer allows the Contractor

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to make modifications to the permanent works for the purposes of expediting the Contractor's chosen construction methods, the Contractor shall submit proposals to the Engineer of Record for review and approval prior to modifying the works. Submit proposals for minor modifications under the shop drawing process. Indicate on all drawings the deviations from the Contract Documents and itemize all deviations in the letter of transmittal. The Department will require additional submittals and/or submittal under a Cost Savings Initiative Proposal for major modifications.

Minor modifications are those items that, in the opinion of the Engineer, do not significantly affect the quantity of measured work, or the integrity or maintainability of the structure or its components. (For example, adjusting concrete dimensions, substituting steel plate sizes, changing reinforcing bar size and spacing, etc., all within the acceptable limits of the design.)

Major modifications are any modifications that, in the opinion of the Engineer, significantly affect the quantity of measured work, or the integrity or maintainability of the structure or its' components. (For example, substituting alternative beam sizes and spacings, changing material strength or type, and the like.). Submit signed and sealed revised sheets to the Engineer for any such revisions to the Contract Plans prior to submitting shop drawings.

The Engineer's decision on the delineation between a minor and a major modification and the disposition of a proposal is final.

5-1.4.9 Cost of Shop Drawings: Include the cost of shop and working drawings submittal in the Contract prices for the work requiring the shop and working drawings. The Department will not pay the Contractor additional compensation for such drawings.

5-1.5 Certifications:

5-1.5.1 Special Erection Equipment: Prior to its use, ensure that the Specialty Engineer personally inspects the special erection equipment and submits a written certification to the Engineer that the equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, ensure that the Specialty Engineer observes the equipment in use and submits a written certification to the Engineer that such equipment is being used as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer must sign and seal the letter of certification.

5-1.5.2 Falsework and Shoring Requiring Shop Drawings: After its erection or installation but prior to the application of any superimposed load, ensure that a Specialty Engineer or a designee inspects the falsework and certifies to the Engineer in writing that the falsework has been constructed in accordance with the materials and details shown on the submitted drawings and calculations. The letter of certification must be signed and sealed by the Specialty Engineer. Where so directed in the shop drawings, ensure all welds are performed by welders qualified under AWS D1.5 for the type of weld being performed.

5-1.5.3 Temporary Formwork: For Construction Affecting Public Safety and for Major and Unusual Structures, prior to the placement of any concrete, ensure that a Specialty Engineer or a designee inspects the formwork and submits a written certification to the Engineer that the formwork has been constructed to safely withstand the superimposed loads to which it will be subjected. The Specialty Engineer must sign and seal the letter of certification.

5-1.5.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Engineer at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing or other connection supporting the structural elements shown in the erection plan. Unless otherwise specified in the Plans, erection plans are not required for

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simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review details of the plan with the Specialty Engineer that signed and sealed the plan, and any Specialty Engineers that may inspect the work and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

For structures without temporary supports but with temporary girder bracing systems, perform, as a minimum, weekly inspections of the bracing until all the diaphragms and cross frames are in place. For structures with temporary supports, perform daily inspections until the temporary supports are no longer needed as indicated in the erection plans. Submit written documentation of the inspections to the Engineer within 24 hours of the inspection.

5-1.6 Corrections for Construction Errors: For work that the Contractor constructs incorrectly or does not meet the requirements of the Contract Documents, the Contractor has the prerogative to submit an acceptance proposal to the Engineer for review and disposition. The acceptance proposal shall describe the error or defect and either describe remedial action for its correction or propose a method for its acceptance. In either case, the acceptance proposal shall address structural integrity, aesthetics, maintainability, and the effect on Contract Time. The Department will judge any such proposal for its effect on these criteria and also for its effect on Contract Administration.

When the Engineer judges that a proposal infringes on the structural integrity or maintainability of the structure, the Contractor's Engineer of Record will perform a technical assessment and submit it to the Engineer for approval. Do not take any corrective action without the Engineer's written approval.

Carry out all approved corrective construction measures at no expense to the Department.

Notwithstanding any disposition of the compensation aspects of the defective work the Engineer's decision on the technical merits of a proposal is final.

5-3 Conformity of Work with Contract Documents.

Perform all work and furnish all materials in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Contract Documents.

In the event that the Engineer finds that the Contractor has used material or produced a finished product that is not in reasonably close conformity with the Contract Documents, but that the Contractor has produced reasonably acceptable work, the Engineer will determine if the Department will accept the work in place. In this event, the Engineer will document the basis of acceptance by Contract modification, which provides for an appropriate reduction in the Contract price for such work or materials included in the accepted work as deemed necessary to conform to the determination based on engineering judgment.

In the event that the Engineer finds that the Contractor has used material or produced a finished product that is not in reasonably close conformity with the Contract Documents, and that the Contractor has produced an inferior or unsatisfactory product, the Contractor shall remove and replace or otherwise correct the work or materials at no expense to the Department.

For base and surface courses, the Department will allow the finished grade to vary as much as

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0.1 foot from the grade shown in the Plans, provided that the Contractor's work meets all templates and straightedge requirements and contains suitable transitions.

5-4 Errors or Omissions in Contract Documents.

Do not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the Engineer in writing of such discovery. The Engineer will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

5-7 Engineering and Layout.

5-7.1 Control Points Furnished by the Department: The Engineer will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, the Engineer will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the Department furnishes.

As an exception to the above, for projects where the Plans do not show a centerline or other survey control line for construction of the work (e.g., resurfacing, safety modifications, etc.) the Engineer will provide only points marking the beginning and ending of the project, and all exceptions.

5-7.2 Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.

5-7.3 Layout of Work: Utilizing the control points furnished by the Department in accordance with 5-7.1, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items.

When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

5-7.4 Specific Staking Requirements: When performing new base construction as part of the project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work. If Automated Machine Guidance is utilized, set stakes as needed. If Automated Machine Guidance is not utilized, set stakes no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that the Engineer directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the Plans.

For projects where the Plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.

For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for

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resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, the Engineer may approve an alternate method for layout of striping provided that the Contractor achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the Plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the Department will provide the location and length of the "no passing zones" during construction. For these projects, submit written notification to the Engineer not less than 21 calendar days prior to beginning striping.

For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where Plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.

5-7.5 Personnel, Equipment, and Record Requirements: Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the Department for performance of layout work.

Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the Engineer's review as the work progresses, and submit to the Engineer at the time of completion of the project. The Engineer's inspection, checking, or acceptance of the Contractor's field notes or layout work does not relieve the Contractor of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents.

Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the Department.

5-7.6 Global Navigation Satellite Systems (GNSS) Work Plan: If used, submit a comprehensive written GNSS Work Plan to the Engineer for Department review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify the Department of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.

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6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project's most up-to-date GNSS Work Plan at the project site.

5-7.7 Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

5-8 Contractor's Supervision.

5-8.1 Prosecution of Work: Give the work the constant attention necessary to ensure the scheduled progress, and cooperate fully with the Engineer and with other contractors at work in the vicinity.

5-8.2 Contractor's Superintendent: Maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is a competent superintendent capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Provide such superintendence regardless of the amount of work sublet.

Provide a superintendent who speaks and understands English, and maintain at least one other responsible person who speaks and understands English, on the project during all working hours.

5-8.3 Supervision for Emergencies: Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24 hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. Submit the phone numbers and names of personnel designated to be contacted in cases of emergencies, along with a description of the project location, to the Florida Highway Patrol and all other local law enforcement agencies.

5-11 Final Acceptance.

When, upon completion of the final construction inspection of the entire project, the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will submit written notice of final acceptance to the Contractor.

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete

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claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

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If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - a. documented additional job site labor expenses;
 - b. documented additional cost of materials and supplies;
 - c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
 - d. any other additional direct costs or damages and the documents in support thereof;
 - e. any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement

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and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary

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compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution

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Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;

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18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

5-13 Recovery Rights, Subsequent to Final Payment.

The Department reserves the right, if it discovers an error in the partial or final estimates, or if it discovers that the Contractor performed defective work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials

FROM SECTION 6 – CONTROL OF MATERIALS

6-1 Acceptance Criteria

6-1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.

6-1.2 Sampling and Testing: Use the Department's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

6-1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department may require that manufacturers submit samples of materials for independent verification purposes.

6-1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

6-1.2.3 Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.

6-1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by manufacturer certification. The Department may reject all materials that, when retested, do not meet the requirements of these Specifications.

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: <http://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm> . Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

Manufacturers seeking to have a product evaluated for the APL must submit a Request for Product Consideration application, available on the Department's website at the following URL: <http://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>. Applications must include supporting documentation as required by the Specifications, Standard Plans, and APL approval process. Required test reports must be conducted by an independent laboratory or other independent testing facility and required drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of Florida unless defined otherwise in the Specifications, Standard Plans, and APL approval process requirements. Applications must be signed by a legally responsible person employed by the manufacturer of the product. Manufacturer name and material designation (product name, product model/part number/style number, etc.) submitted on the application must be as identified on the product, product packaging or product labels as required by the Specifications.

Products that have successfully completed the Department's evaluation process are eligible for inclusion on the APL. Unless defined otherwise in the Specifications, Standard Plans, or APL approval process requirements, products listed on the APL must have an associated photograph, drawing, or product label submitted by the product manufacturer before listing on the APL. Manufacturers are required to submit requests to the Department for approval of any modifications or alterations made to a product listed on the APL. This includes, but is not limited to, design, materials, fabrication methods or operational modifications. Modification or alteration requests must be submitted along with supporting documentation that the product continues to meet the Specification or Standard Plans requirements. A product sample and additional product testing may be required for the modification evaluation. Any marked variations from original test values, failure to notify the Department of any modifications or alterations, or any evidence of inadequate performance of a product as a result of product modification or alteration, may result in removal of the product from the APL.

Manufacturers must submit supporting documentation to the Department for a periodic review and re-approval of their APL products on or before the product's original approval anniversary. APL products that are not re-approved may be removed from the APL. Documentation requirements for the product review and re-approval, including schedule and criteria, are available on the Department's website at the following URL: <http://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

6-1.3.2 Contractor Installation Certification: Submit installation certifications as required by the Contract Documents.

6-2 Applicable Documented Authorities Other Than Specifications.

6-2.1 General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

6-2.2 Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If an FM does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of bid opening.

6-2.3 Construction Aggregates: Aggregates used on Department projects must be in accordance with Rule 14-103, FAC.

6-4 Defective Materials.

Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the Department.

Do not use material that has been rejected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions of this Article, the Engineer has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

6-4.1 Engineering Analysis: As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit to the Engineer a proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.
2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.
3. Proposed approach of investigation and analysis.
4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.
5. Proposed testing laboratories, qualified in accordance with Section 105-7.

Upon approval of the Engineering Analysis Scope by the Engineer, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Engineer. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.
2. Any investigations performed and the associated results obtained.
3. Analysis and conclusion.
4. Proposed disposition of the material, addressing the performance and durability of the proposed action.

Provide as appropriate:

1. Written evidence of a previously approved comparable deficiency and its

repair

2. Documented research demonstrating the effectiveness of the proposed

repair.

3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Engineer's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. The Engineer will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

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

2. Materials produced in a qualified prison facility.

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

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC

Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department’s website at the following URL address <http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf> . Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department’s website cannot be accessed, contact the Department’s Specifications Office Web Coordinator at (850) 414-4101.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife

Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department’s investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:

<http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf> .

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department’s investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

SUBARTICLE 7-1.4 is expanded by the following:

7-1.4.1 Additional Requirements for Eastern Indigo Snake (*Drymarchon corais couperi*): The Department has determined that eastern indigo snake habitat exists in the project limits. Implement the Standard Protection Measures for the Eastern Indigo Snake published by the US Fish and Wildlife Service which are available at: http://www.fws.gov/northflorida/IndigoSnakes/20130812_Eastern_indigo_snake_Standard_Protection_Measures.htm.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-2 Permits and Licenses.

7-2.1 General: Except for permits procured by the Department, as incorporated by Special Provision expanding this Subarticle, if any, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The Department will also acquire any modifications or revisions to an original permit incorporated by Special Provision to this Subarticle when the Contractor requires such modifications or revisions to complete the construction operations specified in the Plans or Special Provisions and within the right-of-way limits.

Acquire all permits for work performed outside the right-of-way or easements for the project.

In carrying out the work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to the Contractor. Post all permit placards in a protected location at the worksite.

In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

7-3 Patented Devices, Materials and Processes.

Include all royalties and costs arising from patents, trademarks, and copyrights, in any way involved in the work in the Contract price. Whenever using any design, device, material, or process covered by letters patent or copyright, obtain the right for such use by suitable legal agreement with the patentee or owner of the copyright. File a copy of such agreement with the Engineer. However, whether or not such agreement is made or filed as noted, the Contractor and the surety in all cases shall indemnify, defend, and save harmless, the Department from all claims for infringement by reason of the use of any such patented design, device, material, or process on work under the Contract, and shall indemnify the Department for all costs, expenses, and damages that it may be obliged to pay by reason of any such infringement, at any time during the prosecution or after the completion of the work.

7-4 Right-of-Way Furnished by the Department.

Except as otherwise stipulated in these Specifications or as shown in the Plans, the Department will furnish all rights-of-way necessary for the proper completion of the work at no expense to the Contractor.

Should Department-furnished areas for obtaining borrow material, contain limerock material do not remove such material from the pit unless the Engineer gives specific approval.

Use of Department owned right-of-way for the purpose of equipment or material storage, lay-down facilities, pre-cast material fabrication sites, batch plants for the production of asphalt, concrete or other construction related materials, or other similar activities, shall require advance written approval by the Department prior to making use of said Department owned right of way. Use of Department owned right of way for these purposes is expressly limited to the storage of equipment and materials for the Project or production of materials or products for the Project.

7-5 Restoration of Surfaces Opened by Permit.

Upon the presentation of a duly authorized and satisfactory permit that provides that all necessary repair work will be paid for by the party holding such permit, the Engineer may authorize the Contractor to allow parties bearing such permits to make openings in the highway. Upon the Engineer's written order, perform, in an acceptable manner, all necessary repairs due to such openings, and such necessary work that the Engineer orders, subject to the same conditions as the original work performed. The Department will pay the Contractor for such work either under applicable Contract items or in accordance with 4-4 when Contract items are not applicable.

7-6 Sanitary Provisions.

The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and local boards of health. Commit no public nuisance.

7-7 Control of the Contractor's Equipment.

7-7.1 Traffic Interference: Do not allow equipment, while it is on or traversing a road or street, to unreasonably interfere with traffic.

7-7.2 Overloaded Equipment: Do not operate on any road, street or bridge including a Department owned temporary bridge, any hauling unit or equipment loaded in excess of:

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1. the maximum weights specified in the Florida Highway Patrol, Commercial Motor Vehicle Manual (Trucking Manual), or
2. lower weight limits legally established and posted for any section of road or bridge by the Department or local authorities.

The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit under the provisions of 7-7.3.

This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

7-7.3 Crossings: Where it is necessary to cross an existing road or street, including specifically the existing traveled lanes of a divided highway within the limits of the project, obtain permits from the Department, for crossing overloaded or oversized equipment. Cross existing roads or streets only at Engineer-designated points. The Engineer may require the Contractor to protect the pavement or Roadway at the crossing by using lumber, planks, or fill. Movement of equipment around the project site must be in accordance with requirements of the Standard Plans and not create an undue hazard to the traveling public or workers. Provide flagging and watchman service, or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

7-7.4 Protection from Damage by Tractor-Type Equipment: Take positive measures to ensure that tractor-type equipment does not damage the road. If any such damage should occur, repair it without delay, at no expense to the Department and subject to the Engineer's approval.

7-7.5 Contractor's Equipment on Bridge Structures: The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, within the limits of a construction contract, resulting from the following operations:

1. Overloaded Equipment as defined in 7-7.2:
 - a. Operating on or crossing over completed bridge structures.
 - b. Operating on or crossing over partially completed bridge structures.
2. Equipment within legal load limits:
 - a. Operating on or crossing over partially completed bridge structures.
3. Construction cranes:
 - a. Operating on completed bridge structures.
 - b. Operating on partially completed bridge structures.

Any pipe culvert(s) or box culvert(s) qualifying as a bridge under 1-3 is excluded from the requirements above.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The Contractor's Engineer of Record shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.

Submit to the Department for approval the design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure

will not be overstressed. The Contractor's Engineer of Record shall sign and seal the drawings and the cover sheet of the calculations for the Department's Record Set.

7-7.6 Posting of the Legal Gross Vehicular Weight: Display the maximum legal gross weight, as specified in the Florida Uniform Traffic Code, in a permanent manner on each side of any dump truck or dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material, or hot bituminous mixture to the project over any public road or street. Display the weight in a location clearly visible to the scale operator, in numbers that contrast in color with the background and that are readily visible and readable from a distance of 50 feet.

7-11 Preservation of Existing Property.

7-11.1 General: Preserve from damage all existing property within the project limits of or in any way affected by the Work, the removal or destruction of which is not specified in the Plans. This applies to, but is not limited to, public and private property, public and private utilities (except as modified by the provisions of 7-11.5), trees, shrubs, crops, sod, signs, monuments, fences, guardrail, pipe and underground structures, Intelligent Transportation Systems (ITS) facilities, traffic control signals and devices, highway lighting, and public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor).

Department owned underground facility locations shown in the Plans are approximate. Unless otherwise shown in the Plans, Department owned underground facilities will not be located by the Department nor through notification to "Sunshine 811".

Whenever the Contractor's activities damage such existing property, immediately restore it to a condition equal to or better than that existing at the time such damage occurred, at no expense to the Department. Temporary repairs may be used to immediately restore ITS facilities and traffic control signals and devices. Permanent repairs to ITS facilities and traffic control signals and devices shall be made within 90 days of any temporary repairs and prior to final acceptance of the project. Submit permanent ITS facility repair plans to the Engineer prior to beginning repair work.

Protect existing bridges during the entire construction period from damage caused by the Work. Immediately repair, at no expense to the Department, all damage to existing bridges caused by the Work, prior to continuing the Work. The Department will not require the Contractor to provide routine repairs or maintenance for such structures.

Direct special attention to the protection of all geodetic monuments, horizontal or vertical, and Public Land Survey Corners located within the project. If any geodetic monument or Public Land Survey Corner, located within the project, is at risk of being damaged or destroyed, immediately notify the Engineer. Locate and replace any damaged or destroyed geodetic monuments or Public Land Survey Corners under the direction of a Professional Surveyor and Mapper registered in the State of Florida.

Whenever the actions of a third party damage such existing property and is not otherwise due to any fault or activities of the Contractor, either restore it to a condition equal to or better than that existing at the time such damage occurred or provide access and coordinate with the Department's maintenance Contractor in accordance with 8-4.4 as directed by the Engineer. The Department will compensate the Contractor for the costs associated with the repairs for restoring the existing property in accordance with 4-4. Theft and vandalism are considered damage caused by a third party.

7-11.2 Failure to Restore Damaged Existing Property: In case of failure on the part of the Contractor to restore such property, bridge, road or street, or to make good such damage or injury, the Engineer may, upon 48 hours notice, proceed to repair, rebuild, or otherwise restore such property, road, or street as may be deemed necessary, and the Department will deduct the cost thereof from any monies due or which may become due the Contractor under the Contract. Nothing in this clause prevents the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property, not shown in the Plans, that is made necessary by alteration of grade or alignment. The Engineer will authorize such work, provided that the Contractor, or his employees or agents, have not, through their own fault, damaged such property.

7-11.3 Contractor's Use of Streets and Roads:

7-11.3.1 On Systems Other than the State Highway System: When hauling materials or equipment to the project over roads and bridges on the State park road system, county road system, or city street system, and such use causes damage, immediately, at no expense to the Department, repair such road or bridge to as good a condition as before the hauling began.

The Department may modify the above requirement in accordance with any agreement the Contractor might make with the governmental unit having jurisdiction over a particular road or bridge, provided that the Contractor submits written evidence of such agreement to the Engineer.

7-11.3.3 Within the Limits of a Construction Project: The Department will not allow the operation of equipment or hauling units of such weight as to cause damage to previously constructed elements of the project, including but not necessarily limited to bridges, drainage structures, base course, and pavement. Do not operate hauling units or equipment loaded in excess of the maximum weights specified in 7-7.2 on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges. The Engineer may allow exceptions to these weight restrictions for movement of necessary equipment to and from its worksite, for hauling of offsite fabricated components to be incorporated into the project, and for crossings as specified in 7-7.3.

7-11.5 Utilities:

7-11.5.1 Arrangements for Protection or Adjustment: Do not commence work at points where the construction operations are adjacent to utility facilities until all necessary arrangements have been made for removal, temporary removal, relocation, de-energizing, deactivation or adjustment with the utility facilities owner to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The Contractor is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the Contractor's operations.

Do not request utility removal, temporary removal, relocation, de-energizing, deactivation, or adjustment when work can be accomplished within the utility work schedules. In the event that removal, temporary removal, relocation, de-energizing, deactivation, or adjustment of a utility or a particular sequence of timing in the relocation of a utility is necessary and has not been addressed in a utility work schedule, the Engineer will determine the necessity for any such utility work. Coordinate such work as to cause the least impediment to the

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overall construction operations and utility service. The Department is not responsible for utility removal, temporary removal, relocation, de-energizing, deactivation, or adjustment work where such work is determined not necessary by the Engineer or done solely for the benefit or convenience of the utility owner or its contractor, or the Contractor.

7-11.5.2 Cooperation with Utility Owners: Cooperate with the owners of all underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of water or other utility services as a result of accidental breakage, exposure, or lack of support, promptly notify the proper authority and cooperate with the authority in the prompt restoration of service. If water service is interrupted and the Contractor is performing the repair work, the Contractor shall work continuously until the service is restored. Do not begin work around fire hydrants until the local fire authority has approved provisions for continued service.

7-11.5.3 Utility Adjustments: Certain utility adjustments and reconstruction work may be underway during the progress of the Contract. Cooperate with the various utility construction crews who are maintaining utility service. Exercise due caution when working adjacent to relocated utilities. The Contractor shall repair all damage to the relocated utilities resulting from his operations at no expense to the Department. The requirements of 7-11.1 and 7-11.5.2 outline the Contractor's responsibility for protecting utility facilities. The Department will include in the Contract the utility authorities who are scheduled to perform utility work on the project.

7-11.5.4 Weekly Meetings: Conduct weekly meetings on the job site with all the affected utility companies and the Engineer in attendance to coordinate project construction and utility relocation. Submit a list of all attendees one week in advance to the Engineer for approval.

Submit the approved Work Progress Schedule and Work Plan for the project, as specified in 8-3.2, to document the schedule and plan for road construction and utility adjustments.

When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the Engineer's approval.

7-14 Contractor's Responsibility for Work.

The Contractor will take charge and custody of the Work, and take every necessary precaution against damage to the Work, by the action of the elements or from any other cause whatsoever, until the Department's final acceptance of the Work. The Contractor will rebuild, repair, restore, and make good, all damage to any portion of the Work occasioned by any of the above causes before final acceptance of the Contract.

The Department will have no obligation to pay any reimbursement for damage caused by the execution or nonexecution of the Work by the Contractor or its sub-contractors, or damage the Contractor was negligent in preventing.

For damage to installed material caused by third parties, the Contractor may pursue recovery from the third party or seek reimbursement from the Department, but not both. The Department will not reimburse the Contractor for repair costs due to damage to installed material caused by third parties unless the Contractor has contacted law enforcement within

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14 days of the damage, filed a report, and provided the report to the Department within 14 calendar days of receiving the report from law enforcement. Upon submission of the report to the Department, the Department solely retains the right to pursue recovery from the known third party. If damage to installed material is caused by a known third party, the Department will reimburse the Contractor for costs associated with the repair after reducing the amount of the repair cost by a \$2000.00 deductible for each occurrence, borne solely by the Contractor. If the Department is successful in recovery, the Contractor may be reimbursed proportionally, up to the amount of the deductible. If damage to installed material is caused by an unknown third party, the Department will reimburse the contractor for 50% of the cost of the repair after reducing the amount of the repair cost by a

\$2000.00 deductible for each occurrence, borne solely by the Contractor. Theft and vandalism are considered damage caused by an unknown third party. Repair cost will be determined in accordance with 4-4.

The Department may, at its discretion, reimburse the Contractor for the repair of damage to the Work not caused by a third party and due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

7-15 Opening Sections of Highway to Traffic.

Whenever any bridge or section of roadway is in acceptable condition for travel, the Engineer may direct the Contractor to open it to traffic. The Department’s direction to open a bridge or roadway does not constitute an acceptance of the bridge or roadway, or any part thereof, or waive any Contract provisions. Perform all necessary repairs or renewals, on any section of the roadway or bridge thus opened to traffic under instructions from the Engineer, due to defective material or work or to any cause other than ordinary wear and tear, pending completion and the Engineer’s acceptance of the roadway or bridge, or other work, at no expense to the Department.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL 179	Highway

Obtain the applicable General Decision(s) (Wage Tables) through the Department’s Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer’s office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department’s Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

7-18 Scales for Weighing Materials.

7-18.1 Applicable Regulations: When determining the weight of material for payment, use scales meeting the requirements of Chapter 531 of Florida Statutes, pertaining to specifications, tolerances, and regulations, as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture.

7-18.2 Base for Scales: Place such scales on a substantial horizontal base to provide adequate support and rigidity and to maintain the level of the scales.

7-18.3 Protection and Maintenance: Maintain all scale parts in proper condition as to level and vertical alignment, and fully protect them against contamination by dust, dirt, and other matter that might affect their operation.

7-24 Disadvantaged Business Enterprise Program.

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

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

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

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

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor’s organization.~~

~~2. The designation of a Liaison Officer within the Contractor’s organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

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~~_____ a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~

~~_____ b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~_____ c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~_____ d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~_____ e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;

2. the number of subordinated Contracts on Department projects awarded to DBEs;

3. the dollar value of the Contracts awarded to DBEs;

4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

5. a description of the general categories of Contracts awarded to DBEs;

and

6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

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

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

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

1. The Department will count only the value of the work performed by the

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

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

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

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

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

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

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

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

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

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

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

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7-25 On-The-Job Training Requirements.

As part of the Contractor’s equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:
 - a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.
 - b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

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Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken

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in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

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When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

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

Pursuant to Title 46 CFR 381, the Contractor agrees

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1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

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

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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

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

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

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

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

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

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

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

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5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

FROM SECTION 8 PROSECUTION AND PROGRESS

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer’s acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department’s consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement

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the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

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

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

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

8-3 Prosecution of Work.

8-3.1 Compliance with Time Requirements: Commence work in accordance with the accepted working schedule and provide sufficient labor, materials and equipment to complete the work within the time limit(s) set forth in the proposal. Should the Contractor fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the work in accordance with the required schedule, the Engineer may withhold all estimates that are, or may become due, or suspend the work until the Contractor corrects such deficiencies.

8-3.2 Submission of Working Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a work progress schedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

Provide a schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress on of each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the schedule any utility adjustment schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the schedule, consisting of a concise written description of the construction plan.

The Engineer will return inadequate schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Work Progress Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the

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corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised schedule in the time specified, the Engineer will withhold all Contract payments until the Engineer accepts the schedule.

8-3.4 Provisions for Convenience of Public: Schedule construction operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the Engineer may require the Contractor to first construct the work in any areas along the project where inconveniences caused by construction operations would present a more serious handicap. In such critical locations, where there is no assurance of continuous effective prosecution of the work once the construction operations are begun, the Engineer may require the Contractor to delay removal of the existing (usable) facilities.

8-3.5 Preconstruction Conference: Immediately after awarding the Contract but before the Contractor begins work, the Engineer will call a preconstruction conference at a place the Engineer designates to go over the construction aspects of the project. Attend this meeting, along with the Department and the various utility companies that will be involved with the road construction.

8-4 Limitations of Operations.

8-4.2 Sequence of Operations: Do not open up work to the prejudice of work already started. The Engineer may require the Contractor to finish a section on which work is in progress before starting work on any additional section.

8-4.3 Interference with Traffic: At all times conduct the work in such manner and in such sequence as to ensure the least practicable interference with traffic. Operate all vehicles and other equipment safely and without hindrance to the traveling public. Park all private vehicles outside the clear zone. Place materials stored along the roadway so as to cause no obstruction to the traveling public as possible.

Where existing pavement is to be widened and stabilizing is not required, prevent any open trench from remaining after working hours by scheduling operations to place the full thickness of widened base by the end of each day. Do not construct widening strips simultaneously on both sides of the road, except where separated by a distance of at least 1/4 mile along the road and where either the work of excavation has not been started or the base has been completed.

8-4.4 Coordination with other Contractors: Sequence the work and dispose of materials so as not to interfere with the operations of other Contractors engaged upon adjacent work; join the work to that of others in a proper manner, in accordance with the spirit of the Contract Documents; and perform the work in the proper sequence in relation to that of other contractors; all as may be directed by the Engineer.

Each contractor is responsible for any damage done by him or his agents to the work performed by another contractor.

8-4.5 Drainage: Conduct the operations and maintain the work in such condition to provide adequate drainage at all times. Do not obstruct existing functioning storm sewers, gutters, ditches, and other run-off facilities.

8-4.6 Fire Hydrants: Keep fire hydrants on or adjacent to the highway accessible to fire apparatus at all times, and do not place any material or obstruction within 15 feet of any fire

hydrant.

8-4.7 Protection of Structures: Do not operate heavy equipment close enough to pipe headwalls or other structures to cause their displacement.

8-4.8 Fencing: Erect permanent fence as a first order of business on all projects that include fencing where the Engineer determines that the fencing is necessary to maintain the security of livestock on adjacent property, or for protection of pedestrians who are likely to gain access to the project from adjacent property.

8-5 Qualifications of Contractor's Personnel.

Provide competent, careful, and reliable superintendents, foremen, and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as prescribed below.

It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the Department to perform work on any project described in the Contractor's Contract with the Department. Prior to approving a Consultant for Contractor Quality Control, the Contractor shall submit to the Department a Certificate from the proposed Consultant certifying that no conflict of interest exists.

Whenever the Engineer determines that any person employed by the Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the Engineer will provide written notice and the Contractor shall discharge the person from the work. Do not employ any discharged person on the project without the written consent of the Engineer. If the Contractor fails to remove such person or persons, the Engineer may withhold all estimates that are or may become due, or suspend the work until the Contractor complies with such orders. Protect, defend, indemnify, and hold the Department, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer

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will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.
2. Utility work actually affected progress toward completion of controlling work items.
3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a

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controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), as stated in 8-3.2, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

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

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$956
Over \$50,000 but less than \$250,000.....	\$964
\$250,000 but less than \$500,000.....	\$1,241
\$500,000 but less than \$2,500,000.....	\$1,665
\$2,500,000 but less than \$5,000,000.....	\$2,712
\$5,000,000 but less than \$10,000,000.....	\$3,447
\$10,000,000 but less than \$15,000,000.....	\$4,866
\$15,000,000 but less than \$20,000,000.....	\$5,818
\$20,000,000 and over.....	\$9,198 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

FROM SECTION 9 (MEASUREMENT AND PAYMENT).

9-1 Measurement of Quantities.

9-1.1 Measurement Standards: The Engineer will measure all work completed under the Contract in accordance with the United States Standard Measures.

9-1.2 Method of Measurements: The Engineer will take all measurements horizontally or vertically.

9-1.3 Determination of Pay Areas:

9-1.3.1 Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, the Engineer will use lengths and widths in the calculations based on the station to station dimensions shown in the Plans; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the surface of the completed work within the neat lines shown in the Plans or designated by the Engineer. The Engineer will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

9-1.3.2 Plan Quantity: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be the plan quantity, the Engineer will determine the final pay quantity based on the plan quantity subject to the provisions of 9-3.2. Generally, the Engineer will calculate the plan quantity using lengths based on station to station dimensions and widths based on neat lines shown in the Plans.

9-1.4 Construction Outside Authorized Limits: The Engineer will not pay for surfaces constructed over a greater area than authorized, or for material that the Contractor has moved from outside of slope stakes and lines shown in the Plans, except where the Engineer provides written instruction for the Contractor to perform such work.

9-1.5 Truck Requirements: Provide all trucks with numbers and certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. This capacity will include the truck body only and any side boards added will not be included in the certified truck body capacity. Ensure the lettering and numbers are legible for identification purposes at all times.

9-2 Scope of Payments.

9-2.1 Items Included in Payment: Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of Division I.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

9-2.1.1 Fuels: The Department will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by the Department as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the Department's standard fuel factor for that pay item by the quantity of that pay item. On Contracts with an original Contract Time in excess of 120 calendar days, the Department will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the Department. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the Construction Office website before the 15th of each month, at the following URL: <http://www.fdot.gov/construction/fuel&Bit/Fuel&Bit.shtm> .

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors are on a file maintained by the Department.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 0.95 P_b)$ during a period of decreasing prices.

A_i = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

F_i = Total gallons calculated as being used during the month.

P_i = Average price for fuel prevailing during month "i."

P_b = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

When fuel prices have increased between month of bid and month of this progress estimate:

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$A_i = F_i (P_i - 1.05 P_b)$ during a period of increasing prices.

A_i = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

F_i = Total gallons calculated as being used during the month.

P_i = Average price for fuel prevailing during month "i."

P_b = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

9-2.1.2 Bituminous Material: Prepare a Contractor's Certification of Quantities, using the Department's current approved form for Superpave Asphalt Base, Turnout Construction (Asphalt), Asphalt Treated Permeable Base, Superpave Asphaltic Concrete, Miscellaneous Asphalt Pavement, Asphalt Concrete Friction Course, and Asphalt Membrane Interlayer pay items. 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. Ensure the certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents and the tons produced for each asphalt pay item.

On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15th day of each month at the following URL:

<http://www.fdot.gov/construction/fuel&Bit/Fuel&Bit.shtm> .

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

\$ Adjustment = (ID)(Gallons)

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton or square yard, the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 pounds per gallon.

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For asphalt concrete items payable by the cubic yard, the number of gallons will be determined assuming a mix design with 3% liquid asphalt weighing 8.58 pounds per gallon.

9-2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, the Department will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

9-3 Compensation for Altered Quantities.

9-3.1 General: When alteration in Plans or quantities of work not requiring a supplemental agreement as hereinbefore provided for are offered and performed, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in Plans or quantities of work requiring supplemental agreements shall be stipulated in such agreement, except when the Contractor proceeds with the work without change of price being agreed upon, the Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of work. If no Contract unit price is provided in the Contract, and the parties cannot agree as to a price for the work, the Contractor agrees to do the work in accordance with 4-3.2.

9-3.2 Payment Based on Plan Quantity:

9-3.2.1 Error in Plan Quantity: As used in this Article, the term “substantial error” is defined as the smaller of (1) or (2) below:

1. a difference between the original plan quantity and final quantity of more than 5%,
2. a change in quantity which causes a change in the amount payable of more than \$5,000.

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the Department will revise such quantity only in the event that the Department determines it is in substantial error. In general, the Department will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the Department or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The Department will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original Plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and the Department, prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for

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differences in the original ground surface by documentation as provided above.

9-3.2.2 Authorized Changes in Limits of Work: Where the Department designates the pay quantity for any item to be the original plan quantity and authorizes a plan change which results in an increase or decrease in the quantity of that item, the Department will revise the plan quantity accordingly. In general, the Department will determine such revisions by final measurement, plan calculations or both.

9-3.2.3 Specified Adjustments to Pay Quantities: Do not apply the limitations specified in 9-3.2.1 and 9-3.2.2 to the following:

1. Where these Specifications or Special Provisions provide that the Department determines the pay quantity for an item on the basis of area of finished work adjusted in accordance with the ratio of measured thickness to nominal thickness.
2. Where these Specifications provide for a deduction due to test results falling outside of the allowable specified tolerances.
3. To payment for extra length fence posts, as specified in 550-6.3.

9-3.3 Lump Sum Quantities:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in 9-3.2.1.

9-3.3.2 Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the Plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in 4-3.2.

9-3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to Plan or to authorized dimensions within the specified tolerances, the Engineer, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to the Department; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. The Department will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the Engineer, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in 120-12.1 to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, the Department will take appropriate measurements and will apply reductions in pay quantities. The Department will not use the construction tolerance, as defined in 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

9-4 Deleted Work.

The Department will have the right to cancel the portions of the Contract relating to the construction of

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any acceptable item therein, by making an adjustment in payment to the Contractor of a fair and equitable amount covering the value of all cancelled work less all items of cost incurred prior to the date that the Engineer cancels the work

EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM).
(REV 1-23-12) (FA 2-27-12)

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 Classes of Excavation.

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Excavation Requirements.

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position,

excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below

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the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-6 Embankment Construction.

120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

120-6.2 Dry Fill Method:

120-6.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines:

Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging

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machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 Compaction Requirements.

120-7.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for all Structures:

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120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

129-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or

terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that it's moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 Acceptance Program.

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

120-9.4 Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-6.3;
- 2) material placed outside the standard minimum slope as specified in 120-6.2.4;
- 3) other areas specifically excluded herein.

120-9.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

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Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer.

Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

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120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM).

(REV 1-26-15) (FA 1-29-15)

SECTION 334 SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of asphalt pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate asphalt mix as shown in Table 334-1.

Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 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, FC-9.5 9.5 mm

Type SP-12.5, FC-12.5 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5 3/4 to 1-1/2 inches

Type SP-12.5, FC-12.5 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt mixtures:

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1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness 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

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT’s Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

- 1. Up to 40% fine aggregate from other sources; or,
- 2. A combination of up to 20% RAP and the remaining fine aggregate

from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT’s State Materials Office website. The URL for obtaining this information, if available, is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) 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 total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt 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

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coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

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, is:

<http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, 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 M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. N_{initial} and N_{maximum} requirements are not applicable.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FDOT Test Method 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 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed

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a target temperature of 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 shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

334-4 Process Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature: Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor. Table 334-4 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or

detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control: Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge

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structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of

50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P₈ and P₂₀₀) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target \pm 0.55
Passing No. 8 Sieve (percent)	Target \pm 6.00
Passing No. 200 Sieve (percent)	Target \pm 2.00
Roadway Density (daily average)	Minimum 90.0% of Gmm

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P₈ and P₂₀₀) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

CONCRETE FOR LAP (OFF-SYSTEM).

(REV 12-20-11) (FA 2-27-12)

**SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)**

344-1 Description.

344-1 General: Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

344-3.1.3 Category 3: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-2.

Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd ³)	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
Category 3						
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

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

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**

DOCUMENT 01010 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 Work Covered by the Contract Documents

- A. The project intent is to multi-lane PJ Adams Parkway from two-lane to a multi-lane urban typical with sidewalk from SR 85N to Wild Horse Drive.
- B. The work covered by the CONTRACT Documents includes but is not limited to: Clearing and grubbing, earthwork, drainage and paving for roadway construction including noise wall construction, signalization, and signing and pavement markings and other related work as described in the plans and specifications. The WORK also includes the relocation and/or adjustment of existing City of Crestview Water & Sewer utility within the work corridor as described in the plans and 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.

PART 2 - PRODUCTS OMITTED**PART 3 - EXECUTION OMITTED**

END OF DOCUMENT 01010 – SUMMARY OF WORK

DOCUMENT 01700 – PROJECT CLOSE-OUT

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.

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.

PART 2 - PRODUCTS OMITTED

PART 3 - EXECUTION OMITTED

END OF DOCUMENT 01700 – PROJECT CLOSE-OUT

DOCUMENT 01750 – RECORD DOCUMENTS

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.

- 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.
- 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 – PRODUCTS 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.
 - 6. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - 7. Accurately record information in an acceptable drawing technique.
 - 8. Record data as soon as possible after obtaining it.
 - 9. Record and check the mark-up before enclosing the concealed installations.
 - 10. 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

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TECHNICAL SPECIFICATIONS
CITY OF CRESTVIEW UTILITY RELOCATIONS
ASSOCIATED WITH JPA AS PART OF
PJ ADAMS PARKWAY MULTI-LANING FROM SR 85 N TO WILD HORSE DRIVE
ITB PW 55-19

CONTENTS

SECTION 14	WATER MAINS AND WASTEWATER FORCE MAINS	12 PAGES
SECTION 15	SANITARY SEWER SPECIFICATIONS	9 PAGES

FOREWORD: All basis of measurement and payment for water and sewer work will be as per the FDOT Basis of Estimates Manual and will supersede any language in the water and sewer specifications related to measurement and payment.

March 19, 2019

SECTION 14
WATER MAINS AND WASTEWATER FORCE MAINS

14.01 GENERAL (Related Requirements Specified Elsewhere)

- A. Trenching, Backfilling and Compacting (See Section 12).
- B. Pipe Boring and Jacking (See Section 13).

14.02 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Owner reserves the right to reject material left from another job.
- B. Store materials to prevent physical damage.
- C. Protect materials during transportation and installation to avoid physical damage.

14.03 GENERAL DESCRIPTION OF WORK COVERED

Furnish and install all pipe, fittings, structures and accessories required for water transmission line and/or pressure sewer lines.

14.04 QUALITY ASSURANCE

- A. Comply with the latest published edition of American Water Works Association (AWWA) Standards:

- AWWA C106 – Cast Iron Pipe Centrifugally Cast in Metal Molds for Water and Other Liquids.

- AWWA C108 – Cast Iron pipe Centrifugally Cast in Sand Lined Molds for Water or Other Liquids.

- AWWA C110, C1100a – Gray Iron and Ductile Iron Fittings, 2" through 48" for Water and Other Liquids.

- AWWA C111 – Rubber Gasket Joints for Cast Iron Pressure Pipe and Fittings.

- AWWA C150 – Thickness Design of Ductile Iron Pipe.

- AWWA C151 – Ductile Iron Pipe, Centrifugally Cast in Metal Mold or Sand Lined Molds, for Water or other Liquids.

- AWWA C153 – Ductile Iron Compact Fittings, 3" through 12" for Water and Other Liquids.

- AWWA C600 – Installation of Ductile Iron Water Main and Appurtenances.

- AWWA C605-05 – Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water

- AWWA C900-97 – Polyvinyl Chloride (PVC) Pressure Pipe, 4" through 12", for Water Distribution.

- B. Comply with the latest published editions of the American Society for Testing and Materials (ASTM) Standards.

14.05 PRODUCTS (General Requirements)

- A. Pipe furnished may be either PVC or ductile iron for water mains unless shown otherwise on the plans of bid documents.

B. PVC or ductile iron pipe shall be used for all pressure sewer lines unless shown otherwise on the plans.

C. All pipe shall be marked in accordance with the applicable standard specification under which the pipe is manufactured unless otherwise specified.

14.06 POLYVINYL CHLORIDE PIPE (PVC)

A. Provide pipe meeting AWWA C900 PVC 1120 or ASTM D2241 Type 1 Grade 1 PVC 1120 Standards.

1. Minimum requirements:

	Std. Size	SDR/DR	Pressure Class (psi)	Pressure Rating (psi)
C900	4"-12"	25	165	165-350
D2241	2"-3"	26	160	160-340

2. Use pipe meeting minimum requirements unless shown otherwise on plans.

B. Provide push-on joints with bell integrally cast into pipe or with coupling of same material as pipe.

C. Use elastomeric gaskets, as provided in AWWA C900 or ASTM D3139.

D. Provide cast-iron or ductile-iron fittings.

E. Provide fittings with materials and pressure class equal to or greater than that specified for pipe.

F. Provide sleeve type or anchored coupling where indicated or required to join pipe or provide restraint to offset internal or hydrostatic test pressures.

G. Provide pipe marked to indicate the following:

1. Nominal Pipe Size.
2. Material Code Designation.
3. Standard Dimension Ratio.
4. Pressure Rating.
5. Manufacturer's Name or Trademark.
6. National Sanitation Foundation Seal.
7. Appropriate ASTM Designation Number.

H. Provide one of the following methods of color-coding the pipe:

1. 3 color stripes (1/2 inch high) with permanent ink along the entire length of pipe as follows:

- a. Water Main Pipe - Blue in color with the word "WATER" in 3/4 inch letters every 21 inches along each stripe.
- b. Sewage Force Main Pipe - Green in color with the word "FORCE MAIN" in 3/4 inch letters every 21 inches along each stripe.

2. Use pipe pigment to color code pipe: a. Water – Blue; b. Sewer (Force Main) – Green.

14.07 DUCTILE IRON PIPE (D.I.P.)

- A. Use pipe complying with AWWA C151 except as otherwise specified.
- B. Provide thickness class based on AWWA C151 and as follows:
 - 1. 3" to 4" Diameter - Class 51, minimum.
 - 2. 6" to 18" Diameter - Class 50, minimum.
- C. Provide cement mortar lined pipe complying with AWWA C104 and coated with manufacturer's standard coating for all pipe and fittings.
- D. Provide mechanical or push-on joints for all buried pipe in accordance with AWWA C111.
- E. Provide flanged joints for all interior and exterior exposed pipe.
- F. Provide mechanical sleeve type couplings where specified or indicated.
- G. Provide anchored couplings where indicated to withstand specified operating or hydrostatic test pressure.
- H. Provide Fittings:
 - 1. In accordance with AWWA C110 with pressure rating of not less than that specified for adjacent pipe.
 - 2. Use mechanical joints on all fittings.
 - 3. With all specials, taps, plugs, flanges and wall fittings as required.
 - 4. With cement mortar lining in accordance with AWWA C104.
 - 5. Coated with manufacturer 's standard coating.

14.08 VALVES, HYDRANTS AND APPURTENANCES

- A. Gate Valves:
 - 1. Design: Latest edition of AWWA C509, Compression Resilient-Seated Valves.
 - a. American Darling - CRS-80.
 - b. Mueller .
 - c. Clow - Style 2830 .
 - d. Kennedy .
 - e. AVK
 - f. Others as approved by the City in writing.
 - 2. Material: Cast-iron body with epoxy coated interior.
 - 3. Rating: 200 psi working pressure class.
 - 4. Stem: "O" ring above and below thrust collar.
 - 5. Operators: Open counterclockwise (left turn) with 2" square operating nut.
 - 6. Jointing: Mechanical joint.
- B. Butterfly Valves:
 - 1. Design: AWWA C504, Class 150 B.
 - a. Dresser "450"
 - b. American Darling Class 150.
 - c. Others as approved by City in writing.
 - 2. Body: Heavy-duty cast iron.
 - 3. Shafts: One-piece, ANSI 304 Stainless Steel.
 - 4. Seat: Full Circle 360° Seat, Not Penetrated by Valve Shaft, Mechanically Secured.
 - 5. Bearings: Sleeve-type, Self-lubricated.

6. Operators: Traveling Nut-type, Fully Enclosed, Permanently Lubricated, Open Counterclockwise (left turn).
 7. Connections: Mechanical Joints.
 8. Actuators: Manual, with Handwheel.
- C. Valve Boxes:
1. Provide for all buried valves.
 2. Use nominal 6-inch cast-iron sliding or screw type pipe shaft with cover and base casting.
 3. Set box top at finished grade.
 4. Furnish drop cover appropriately marked "WATER" or "SEWER".
- D. Corporation Stops:
1. Conform with AWWA C800.
 2. Use 1-inch unless indicated otherwise.
- E. Hydrants:
1. Design: Latest edition of AWWA C502, traffic model with breakaway flange.
 - a. Mueller Centurion - A423.
 - b. American-Darling - B-84-B.
 - c. Kennedy Guardian - K-8IA.
 - d. AVK
 - e. Others as approved by the City in writing.
 2. Provide 6-inch inlet, 2 - 2 1/2 inch hose nozzles, 1 - 4 1/2 inch pumper.
 3. Nozzles shall be field replaceable utilizing straight threads or quarter-turn seal by an "O" ring.
 4. Provide compression type main valve, minimum size 5 1/4 inches.
 5. Pentagon operating nut, 1 1/2 inch in size.
 6. Design to open counterclockwise (turn left).
 7. Provide mechanical joint bell on foot piece.
 8. Finish depth as noted on plans.
 9. Furnish National (American) Standard Fire Hose Coupling Screw Thread (NH).
- F. Post Hydrant:
1. Only for use as a flush stand.
 - a. Mueller Post Hydrant No. 411.
 - b. Others as approved by the City in writing.
 2. Provide 2-inch inlet, one 12-inch hose nozzle.
 3. Nozzles shall be field replaceable utilizing straight threads or quarter-turn seal by an "O" ring.
 4. Design to open counter-clockwise (turn left).
 5. Finish depth as noted on plans.
- G. Blow-off Valves:
1. Flush-mounted hydrants as manufactured by Kupferle Foundry, St. Louis, Mo., Model No. 85B, or approved equal.
 2. 2-inch or 3-inch FIP inlet.
 3. 2 1/2-inch NST bronze, male nozzle.
 4. Removable bronze seat, which seals against a seat rubber of no less diameter than 85.
 5. All operating parts shall be removable from above grade with no digging.

6. Installed per Drawings D-40 and D-41.
- H. Air Vacuum Release Valves:
1. For potable water mains:
 - a. The air vent (release) valve shall be float operated and shall incorporate a simple lever mechanism to enable the valve to automatically release accumulated air while the system is pressurized and operating.
 - b. The air vent valve shall close drop-tight, incorporating a renewable vitron seat, suitable for hot or cold water service.
 - c. All internal metal parts shall be of stainless steel.
 - d. The float shall be stainless steel and capable of withstanding a test pressure of 750 psi.
 - e. The linkage/lever mechanism shall be designed to prevent jamming.
 - f. The body and cover shall be of cast iron conforming to ASTM A48, Class 35.
 - g. The air vent valve shall be able to operate at pressure of 200 psi and to withstand a 300 psi test pressure.
 - h. The air release valve shall be as manufactured by Empire Specialty Co., Inc., Mars, PA (figure 905), or approved equal.
 2. For sewage force mains:
 - a. The air release valve shall automatically function at full line pressure to release to atmosphere small amounts of entrained air that may accumulate in a pipeline, chamber or tank.
 - b. The valve shall shut tightly to prevent wastewater leakage.
 - c. The valve body and cover shall be of semi-steel, with vitron resilient seat, and stainless steel float and linkage.
 - d. Flush-out accessories shall be furnished and assembled to the valve consisting of an inlet shutoff valve, blowoff valve, clear water inlet valve, rubber hose and quick disconnect couplings.
 - e. The body and cover shall be of cast iron conforming to ASTM A48 class 3S.
 - f. The air vent valve shall be able to operate at a pressure of up to 150 psi and be designed to withstand a 200 psi test pressure. The air vent (release) valve shall be as manufactured by Empire Specialty Co., Inc., Mars, PA, their Figure No. 905 "Minimatic" or approved equal.
- I. Polyethylene Wrapping:
1. Material: AWWA C105.
 2. Thickness: 8 mils.
- J. Polyethylene Plastic Pipe (PE):
1. Material: ASTM D2737.
 2. Fittings: ASTM D2683.
 3. Size: 3/4 inch unless shown otherwise on plans.
 4. Rated for 200 psi working pressure.
- K. Copper Pipe (CU):
1. Material: Seamless, Type K, ATM B88.
 2. Fittings: Flared or Compression.
 3. Size: 3/4 inch unless shown otherwise on plans.

14.09 EXECUTION

A. General: Provide all labor, equipment and materials and install all pipe fittings, special and appurtenances as indicated or specified.

B. Pipe Installation:

1. Handling:

a. Handle in a manner to ensure installation in a sound and undamaged condition.

(1) Do not drop or bump.

(2) Use slings, lifting lugs, hooks and other devices designed to protect pipe, joint elements, and coatings.

b. Ship, move and store with provisions to prevent movement or shock contact with adjacent units.

c. Handle with equipment capable of work with adequate factor of safety against overturning or other unsafe procedures.

2. Installation:

a. Utilize equipment, methods, and materials insuring installation to lines and grades as indicated.

(1) Do not lay on blocks unless pipe is to receive total concrete encasement.

(2) Accomplish horizontal and vertical curve alignments of pipe with bends, bevels or deflection joints.

(a) Limit joint deflection with ductile iron pipe to conform with AWWA C600.

(b) Use short specials preceding curves as required.

(3) Obtain approval of Engineer of method proposed for transfer of line and grade from control to the work.

b. Install pipe of size, material, strength class, and joint type with embedment as shown on plans or specified herein.

c. Clean interior of all pipe, fittings, and joints prior to installation. Prevent entrance of foreign matter during discontinuance of work.

(1) Close open ends of pipe with snug fitting closures.

(2) Do not let water fill trench. Include provisions to prevent flotation should water control measures prove inadequate.

(3) Remove water, sand, mud and other undesirable materials from trench before removal of end cap.

d. Pipe shall be inspected prior to installation to determine if any pipe defects are present.

e. Brace or anchor as required to prevent displacement after establishing final position.

f. Perform only when weather and trench conditions are suitable. Do not lay in water.

g. Observe extra precaution when hazardous atmospheres might be encountered.

h. Sanitary sewer relation to water mains:

(1) Horizontal separation:

(a) Maintain 10 feet horizontal separation whenever possible.

(b) When a 10-foot separation distance cannot be maintained, the sewer pipe shall be encased in steel casing or in concrete.

(2) Crossing Sewer Pipes:

(a) Sewers crossing under water mains shall be laid to provide a minimum vertical distance of 18 inches between the invert of the water main and the crown of the sewer pipe.

(b) Where the 18-inch separation cannot be maintained or when the sewer pipe passes over the water main, the crossing shall be arranged so that the sewer pipe joints and water main joints are equal distance from the 10 feet between any two (2) joints, or the sewer pipe may be placed in a sleeve or encased in concrete for a distance of 10 feet from the point of crossing.

i. No water pipe shall pass through or come in contact with any part of a sewer manhole.

j. Encase water pipe in steel casing or use ductile iron pipe when crossing under pipe, conduit, or structure of 24 inches in diameter or greater when a 6-inch separation distance cannot be maintained. This protection shall extend a minimum of 5 feet beyond crossed structure.

k. Construct service lines where shown on plans in accordance with Standard Detail Drawing. Use pipe material specified on plans or in contract documents.

l. Wrap pipe, fittings and tie rods with polyethylene where shown on plans in accordance with AWWA C105.

m. Maintain minimum of 30 inches of cover unless otherwise directed by Engineer.

3. Jointing:

a. General Requirements:

(1) Perform in accordance with manufacturer's recommendations.

(2) Clean and lubricate all joint and gasket surfaces with lubricant recommended.

(3) Utilize methods and equipment capable of fully homing or making up joints without damage.

(4) Check joint opening and deflection for specification limits.

b. Special provisions for jointing ductile-iron to cast-iron pipe:

(1) Conform to AWWA C600.

(2) Visually examine while suspended and before lowering into trench.

- (a) Paint bell, spigot, or other suspected portions with turpentine and dust with cement to check for cracks invisible to the eye.
 - (b) Remove turpentine and cement by washing when test is satisfactorily completed.
 - (c) Reject all defective pipe.
 - c. Conform to AWWA C600 and ASTM D2321 for jointing and laying PVC pipe.
- 4. Cutting:
 - a. Cut in neat workman-like manner without damage to pipe.
 - b. Cut cast-iron with Carborundrum saw or other approved method.
 - (1) Smooth cut by power grinding to remove burrs and sharp edges.
 - (2) Repair lining as required and approved by Engineer.
- 5. Closure Pieces:
 - a. Connect two (2) segments of pipelines or a pipeline segment and existing structure with short sections of pipe fabricated for the purpose.
 - b. Observe specifications regarding location of joints, type of joints and pipe materials and strength classifications.
 - c. May be accomplished with sleeve coupling for water pipe.
 - (1) Of length such that gaskets are not less than 3 inches from pipe ends.
 - (2) Include spacer ring identical to pipe end such that clear space does not exceed 1/4 inch.
- 6. Temporary Plugs:
 - a. Install whenever installed pipe is left unattended.
 - b. Use water-tight plug.
- 7. Thrust Blocks:
 - a. Provide for all horizontal or vertical turns utilizing fittings.
 - b. Use on all dead-end and tee (T) fittings.
 - c. Install as indicated on Standard Detail Drawings.
 - d. Construct to undisturbed edge of trench for bearing.
 - e. Provide minimum bearing area in S.F. as follows based on 150 psi test pressure and 2,000 psf soil bearing:

Pipe Size	Tee Dead-ends	11.25° Bend	22.5° Bend	45° Bend	90° Bend
4"	1.0	0.5	0.5	0.8	1.3
6"	2.2	0.5	0.9	1.6	3.0
8"	3.8	0.8	1.5	2.9	5.3
10"	6.0	1.2	2.3	4.5	8.4
12"	8.5	1.7	3.3	6.5	12.1
14"	11.6	2.3	4.5	8.9	16.4
16"	15.2	3.0	5.9	11.6	21.4

14.10 VALVE AND APPURTENANCE INSTALLATION

A. Valves:

1. Install with stems vertical when installation is horizontal.
2. Set valves on concrete thrust block having four (4) square feet of bearing area on undisturbed earth. Bag of Sak-crete or equal is acceptable.

B. Valve Boxes:

1. Center on valves.
2. Carefully tamp earth around each valve box to a distance of 4 feet on all sides of box or to undisturbed trench face, if less than 4 feet.

C. Hydrants:

1. Set hydrants where shown on plans in accordance with Standard Detail Drawings.
2. Install blocks and anchors in accordance with Standard Detail Drawings.
3. Set reference elevation 3 inches above existing grade or to elevation established by Engineer (not to exceed 6 inches).
4. Break-away flange to be either ground level where applicable or between 3 inches and 6 inches above curb as established by Engineer.

14.11 ACCEPTANCE TESTS FOR PRESSURE MAINS

A. Perform hydrostatic-pressure and leakage test.

- I. Conform to AWWA C600 procedures.
 - a. As modified herein.
 - b. Shall apply to all pipe materials specified.
2. Perform after backfilling.

B. Test separately in segments between sectionalizing valves, between a sectionalizing valve and a test plug, or between test plugs.

1. Contractor to furnish and install test plugs, including all anchors, braces and other temporary or permanent devices to withstand hydrostatic pressure on plugs, at no additional cost to the Owner.
2. Contractor responsible for any damage to public or private property caused by failure of plugs.

C. Limit fill rate of line to available venting capacity. Fill rate shall be regulated to limit velocity in lines when flowing full to not more than 1 fps.

D. The City will make water for testing available to Contractor at nearest source.

E. Pressure Test:

1. Conduct at pressure at least 1.5 times the normal working pressure but not less than 150 psi.
2. Maintain pressure for a minimum of two (2) hours.
3. Test pressure shall not vary by more than 15 psi.

F. Leakage Test:

1. Conduct concurrently with the pressure test.
2. Maintain pressure for a minimum of one (1) hours.

3. Acceptable when leakage does not exceed that determined by the following formula:

$$L = \frac{ND\sqrt{P}}{7400}$$

L = Maximum permissible leakage in gallons per hour.

N = Number of pipe joints in segment under test.

D = Nominal internal diameter of pipe being tested in inches.

P = Average actual leakage test pressure, psi.

4. Repeat leakage test as necessary.

- a. After location of leaks and repair or replacement of defective joints, pipe or fittings.
- b. Until satisfactory performance of test.
- c. At no increase in cost to the Owner.

G. Refit and replace all pipe not meeting the leakage or pressure requirements. Repair clamp is not permitted.

H. Repair all visible leaks regardless of the amount of leakage.

I. The City or Engineer will observe all tests.

14.12 DISINFECTION OF PIPELINES FOR CONVEYING POTABLE WATER

A. Contractor to provide all equipment and materials and perform in accordance with AWWA C601:

1. As modified herein.
2. Include chlorination and final flushing.

B. Add chlorine to attain an initial concentration of 50mg/l chlorine with 10 mg/l remaining after 24 hours.

C. Flush main until concentration is 2 mg/l or less prior to placing main in service.

D. Obtain approval of materials and methods proposed for use.

E. May be conducted in conjunction with acceptance tests.

F. Dispose of flushing water without damage to public or private property.

G. Repeat disinfection procedure should initial treatment fail to yield satisfactory results.

1. At no additional cost to the Owner.
2. Owner will provide water under terms specified for acceptance tests.

H. Flush at rate sufficient to remove deposits and silt from pipe.

I. Provide safe bacterial sample results before placing main into service.

(Contract/Developer responsibility)

14.13 WATER MAINS & WASTEWATER FORCE MAINS MEASUREMENT

- A. Measure in linear feet by specified pipe size along the centerline of the pipe with no deduction for fittings and connections.
- B. Includes furnishing, handling, laying pipe materials and polyethylene wrapping as indicated; trench excavation, backfill and compaction; dewatering; sheeting, shoring and bracing; testing; disinfection as required; utilities repair and relocation; providing all labor, tools, equipment and miscellaneous associated work necessary to complete item.
- C. Payment: unit price per linear foot.

14.14 GATE VALVES

- A. Includes furnishing and placing valve, valve box; excavation, backfill and compaction; special blocking; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each valve per size indicated.

14.15 HYDRANTS

- A. Includes furnishing and placing hydrant, hydrant gate valve; special anchored fittings; valve box; excavation, backfill, drainage fill, and compacting; providing all labor, equipment, tools and miscellaneous associated needed to complete item.
- B. Hydrant runs are measured from the centerline of the hydrant to the water main and will be measured and paid as water transmission lines.
- C. Payment: unit price for each hydrant.

14.16 BLOW-OFF VALVES

- A. Includes furnishing and placing valve, valve box; excavation, backfill and compaction; special blocking; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each valve per size indicated.

14.17 AIR RELEASE VALVES

- A. Includes furnishing and placing valve, valve box; excavation, backfill and compaction; special blocking; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each valve per size indicated.

14.18 PRESSURE REDUCING VALVES

- A. Includes furnishing and placing valve, valve box; excavation, backfill and compaction; special blocking; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each valve per size indicated.

14.19 CORPORATION STOPS

- A. Includes furnishing and placing all materials; tapping the main; clamp saddles as required; excavation, backfill and compaction; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each corporation stop by specified size.

14.20 CURB STOP AND BOX

- A. Includes furnishing and placing the curb stop and box; excavation, backfill and compaction; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each curb stop by specified size.

14.21 WATER SERVICE LINES

- A. Measure in lineal feet by specified pipe size along centerline of pipe.
- B. Includes furnishing, handling, laying pipe materials; trench excavation, backfill and compaction; dewatering; testing; disinfection; utilities repair and relocation; fittings; providing all labor, tools, equipment and miscellaneous associated work necessary to complete item.
- C. Payment: unit price per lineal foot or as specified.

14.21 CUTTING INTO EXISTING MAINS

- A. Includes cutting existing mains; providing and installing required cutting in sleeves; trench excavation; backfill and compaction; dewatering; sheeting, shoring and bracing; testing; disinfection; providing all labor, tools, equipment and miscellaneous associated work necessary to complete item.
- B. Payment: unit price for each cutting-in operation.

**SECTION 15
SANITARY SEWER SPECIFICATIONS**

15.01 GENERAL (Related Requirements Specified Elsewhere)

- A. Trenching, Backfilling and Compacting: Section 12.
- B. Pipe Boring and Jacking: Section 13.

15.02 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Store materials to prevent physical damage.
- B. Protect materials during transportation and installation to avoid physical damage.

15.03 GENERAL DESCRIPTION OF WORK COVERED

Furnish and install all sewer pipe, fittings and structures, and accessories required for sanitary sewer construction as indicated.

15.04 QUALITY ASSURANCE

- A. Comply with latest published editions of American Society of Testing and Materials (ASTM) Standards:
 - 1. ASTM C478 - Concrete Pipe Manholes.
 - 2. ASTM D1784 - Rigid Poly (vinyl chloride) (PVC) Compounds and Chlorinated Poly (vinyl chloride) (CPVC) Compounds.
 - 3. ASTM D2321 - Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.
 - 4. ASTM D2564 - Solvent Cements for Poly Plastic Pipe and Fittings.
 - 5. ASTM D3212 - Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.
 - 6. ASTM D3034 Type PSM - PVC Sewer Pipe and Fittings.

15.05 PRODUCTS (General Requirements)

- A. Pipe furnished shall be PVC for sanitary sewer construction unless shown otherwise on plans or bid forms.
- B. All pipe shall be marked in accordance with applicable standard specification under which pipe is manufactured unless otherwise specified.

15.06 POLYVINYL CHLORIDE PLASTIC PIPE (PVC)

- A. Comply with ASTM D3034 for pipe using material conforming to ASTM D1784 for pipe and fittings.
- B. Use single elastomeric gasket push-on joints complying with ASTM D3212.
- C. Provide pipe and fittings with minimum SDR-35 dimension ratio.
- D. SDR 35 shall be used for service laterals.
- E. Pipe shall be color coded by one of the following methods:
 - 1. 3 green stripes (1/2 inch high) with permanent ink along the entire length with 3/4 inch letters every 21 inches along each stripe designating "Sewer".
 - 2. Use pipe pigment to color code pipe Green.

15.07 STRUCTURES AND PIPE ACCESSORIES

- A. Fittings:
 - 1. Fittings allowed only on service laterals and drop manholes.
 - 2. Fittings shall equal or exceed quality of pipe.
- B. Manholes & Sections:
 - 1. Construction shall be pre-cast reinforced concrete capable of sustaining an H-20 loading.
 - 2. Manholes shall be constructed in accordance with ASTM C-478, using Type II or Type III Portland Cement.
 - 3. Leakage shall not exceed one (1) gallon per day per vertical foot of manhole.
 - 4. Manholes shall have a minimum I.D. of 48 inches, unless otherwise noted on plans.
 - 5. Base section shall be monolithic to a point 6" above the crown of the incoming pipe with minimum 6" thick bottom section and 5" wall section and made in accordance with ASTM C-478.
 - 6. Pipe holes shall be properly located and either cast in place with appropriate boot or required shape, or core drilled after concrete has set. Minor field adjustments may be made with approval of City. The invert of the lowest pipe shall be a minimum of 4" above the inside floor of the base section.
 - 7. Cone (top) sections shall be eccentric narrowing from 48" to 24" I.D., unless otherwise noted on plans.
 - 8. Flat top sections shall be used in place of cone sections for manholes less than 5 feet deep. The 24" access hole shall be offset to allow easy access to steps (if used) and shall be reinforced to support an H-20 loading.
 - 9. Shallow manholes less than 3 feet deep shall be constructed according to a City detail drawing.
 - 10. The joints between sections shall be one of the following:
 - a. Lap joint design with the upper lip inside and suitably shaped to accommodate a bitumastic joint sealer.
 - b. "O" Ring.
 - 11. Pipe to manhole seals shall be made utilizing one of the following or approved equal.
 - a. Kore-N-Seal or, Lock-Joint, with stainless steel bands and screws.
 - b. A-LOK.
 - 12. Brick manholes shall only be used with consent of Engineer and the City.
- C. Manhole Accessories:
 - 1. Manhole Lid and Cover:
 - a. Gray cast iron, with nominal opening of 24 inches.
 - b. Cover shall be embossed with "SANITARY SEWER" as shown on detail drawings.
 - c. The lifting holes shall not extend through cover.
 - d. Use Vulcan Model VM-37 or approved equal for lids not requiring bolting features.

- e. Use Vulcan Model VM-360WT or approved equal for bolted covers.
- f. Use Vulcan Model VM-50 or approved equal for specified flood areas.
- g. Use Certain Teed RE 85 R3 FD with Anti-theft locking key (RE 80 K9 FD) for lids requiring locking features.
- 2. Manhole Coating:
 - a. Apply two coats of a foundation coating or approved equal to the interior and to the exterior.
 - b. Apply one coat of Preco Epoxy coating to manholes receiving discharges of force mains.
 - c. Apply coatings according to manufacturer's recommendation.
- 3. Steps:
 - a. Shall be embedded in the concrete by the manufacturer.
 - b. Steps shall be reinforced ABS plastic, guaranteed for use in sewers.
- 4. Invert Channels

15.08 EXECUTION (General)

Provide all labor, equipment and materials and install all pipe, fitting, specials and appurtenances as indicated or specified.

15.09 PIPE INSTALLATION

A. Handling:

- 1. Handle in a manner to insure installation in sound and undamaged condition.
 - a. Do not drop or bump.
 - b. Use slings, lifting lugs, hooks and other devices designed to protect pipe, joint elements, and coatings.
- 2. Ship, move and store with provisions to prevent movement or shock contact with adjacent units.
- 3. Handle with equipment capable of work with adequate factor of safety against overturning or other unsafe procedures.

B. Installation:

- 1. Utilize equipment, methods, and materials insuring installation to lines and grades as indicated.
 - a. Do not lay on blocks unless pipe is to receive total concrete encasement.
 - b. Use laser or minimum of three (3) batter boards for control of line and grade.
- 2. Install pipe of size, material, strength class, and joint type with embedment shown for plan location.
- 3. In so far as possible, commence laying at downstream end of line and install pipe with bell ends in direction of laying. Sewer pipe shall have spigot ends in direction of flow. Obtain approval for deviations therefrom.

4. Clean interior of all pipe, fittings and joints prior to installation. Exclude entrance of foreign matter during discontinuance of installation.
 - a. Close open ends of pipe with snug fitting closures.
 - b. Do not let water fill trench. Include provisions to prevent flotation should water control measures prove inadequate.
 - c. Remove water, sand, mud, and other undesirable materials from trench before removal of end cap.
 5. Inspect pipe prior to installation to determine if any pipe defects are present.
 6. Brace or anchor as required to prevent displacement after establishing final position.
 7. Perform only when weather and trench conditions are suitable.
 8. Observe extra precaution when hazardous atmospheres might be encountered.
 9. Sanitary sewer relation to water mains:
 - a. Horizontal Separation:
 - (1) Maintain 10 feet horizontal separation whenever possible.
 - (2) When a 10-foot separation distance cannot be maintained, the sewer pipe shall be encased in a sleeve or in concrete.
 - b. Crossing Water Pipes:
 - (1) Sewers crossing under water mains shall be laid to provide a minimum vertical distance of 18 inches between the invert of the water main and the crown of the sewer pipe.
 - (2) Where the 18-inch separation cannot be maintained or when the sewer pipe passes over the water main, the crossing shall be arranged so that the sewer pipe joints and water main joints are equal distance from and 10 feet between any two joints, or the sewer pipe may be placed in a sleeve or encased in concrete for a distance of 10 feet from the point of crossing.
 10. Auger or jack casing in place where shown on plans.
 11. Maintain minimum of 30 inches of cover unless directed by Engineer.
 12. Encase sewer pipe in steel casing or use ductile iron pipe when crossing under pipe, conduit, or structure of 24 inches in diameter or greater when a 6-inch separation distance cannot be maintained. This protection shall extend a minimum of 5 feet beyond crossed structure.
- C. Jointing:
1. General Requirements:
 - a. Perform in accordance with manufacturer's recommendations.
 - b. Clean and lubricate all joint and gasket surfaces with lubricant recommended.
 - c. Utilize methods and equipment capable of fully homing or making up joints without damage.
 - d. Check joint opening and deflection for specification limits.
- D. Closure Pieces:
1. Connect two (2) segments of pipelines or a pipeline segment and existing structure with short sections of pipe fabricated for the purpose.

2. Observe specifications regarding location of joints, type of joints and pipe materials and strength classifications.
- E. Temporary Plugs:
1. Furnish and install temporary plugs at each end of work for removal by others when completed ahead of adjacent contract or where indicated.
 2. Remove from pipe laid under adjacent contract in order to complete pipe connection when work by other contractor is finished prior to work at connection point under this contract.
 3. Plugs:
 - a. Use test plugs as manufactured by pipe supplier, or
 - b. Fabricated by Contractor of substantially same construction.
 - c. Must be watertight against heads up to 20 feet of water.
 - d. Secure in place in a manner to facilitate removal when required to connect pipe.

15.10 MANHOLE INSTALLATION

- A. Pre-cast Bases:
1. Place on 6-inch layer of compacted sand, gravel or sandy material as approved by Engineer.
 2. Base shall be leveled prior to installation of manhole sections.
- B. Cast In Place Bases:
1. Cast on 6-inch layer of compacted sand, gravel or sandy material as approved by Engineer.
 2. Manhole bases and channel inverts may be constructed integrally.
- C. Manhole Sections:
1. Use pre-cast sections unless cast-in-place manholes approved by Engineer.
 2. Pre-cast sections may be installed after base concrete has attained 75% of design strength.
 3. Seals between manhole sections shall use one of the following or approved equal.
 - a. Bitumastic Seal (Kent No. 2, Ram Neck)
- D. Invert Channels:
1. Form invert channel as indicated.
 2. Alternate invert and shelf may be constructed of mortar over concrete fill with approval of Engineer.
 3. Make changes in direction of flow with smooth curves of as large a radius as size of manhole permits.
 4. Make changes in size and grade smoothly and uniformly.
 5. Slope floor of manhole adjacent to channels, toward the channels.
 6. Finish channel bottom smoothly without roughness, irregularity, or pockets.
 7. On straight through single pipe manholes, half sections of same pipe may be used with mortar and concrete with approval of Engineer.
 8. Precast inverts in base sections are acceptable.
- E. Pipe Connection to Manholes:

1. Make watertight.
 2. Use rubber gasket or other as approved by the City.
- F. Field applied coatings shall be applied after Engineer's approval of structure.

15.11 ACCEPTANCE TESTS FOR SEWER PIPELINES AND MANHOLES

A. Infiltration Testing:

1. General:
 - a. Maximum infiltration for each section of sewer pipe shall not exceed 100 gal/mile/day/ inch of pipe diameter.
 - b. Infiltration, exfiltration or air test may be used to prove compliance with infiltration requirement.
 - c. Acceptance of air test or exfiltration results will not preclude rejection of work if infiltration is measured and exceeds limitation.
 - d. Maximum infiltration for each manhole shall not exceed 1 gallon per vertical foot per 24 hours.
 - e. All tests to be witnessed by the City.
2. Air Test:
 - a. Furnish all facilities required including:
 - (1) Necessary piping connections.
 - (2) Test pumping equipment.
 - (3) Pressure gauges or manometers.
 - (4) Bulkheads .
 - (5) All miscellaneous items required.
 - b. Obtain approval from Engineer for equipment and methods proposed for use.
 - c. Test pipe in sections determined by Contractor and approved by Engineer.
 - d. Plug ends of line and cap or plug all connections to withstand internal test pressures.
 - e. Introduce low pressure air until internal air pressure is 4.0 psi greater than the average back pressure of ground water above the pipe. (Add 0.43 psi for each vertical foot of ground water over the top of pipe.)
 - f. Allow two (2) minutes for air pressure to stabilize.
 - g. Time required for pressure to decrease from 3.5 to 2.5 psi greater than average back pressure of any ground water above pipe shall not be less than time in the following table for given diameters.

Pipe Diameter	
<u>Inches</u>	<u>Minutes</u>
6	3.0
8	4.0
10	5.0
12	5.5
15	7.0

18	8.5
21	10.0
24	11.5
27	12.75
30	14.0
36	17.0

h. Repeat test as necessary after all leaks and defects have been repaired.

B. Exfiltration Test:

1. Furnish all facilities required to plug pipe sections and fill with water to attain a minimum elevation of water in upstream manhole two (2) feet higher than top of pipe in line being tested, or two (2) feet above existing ground water in trench, whichever is higher elevation.
2. Maintain water level in manhole at start of test period for one (1) hour.
3. Water added to maintain level (water lost) shall not exceed the following amounts:

a.	8"	pipe	-	0.63	gallon	per	100	feet.
b.	10"	pipe	-	0.79	gallon	per	100	feet.
c.	12"	pipe	-	0.95	gallon	per	100	feet.
d.	15"	pipe	-	1.19	gallon	per	100	feet.
e.	18"	pipe	-	1.42	gallon	per	100	feet.
f.	21"	pipe	-	1.66	gallon	per	100	feet.
g.	24"	pipe	-	1.90	gallon	per	100	feet.

Note: Allowable leakage may be increased by 5% for each foot of head above water elevation indicated above.

C. Infiltration Test:

1. May be used in lieu of air test or exfiltration test if Contractor can prove that ground water conditions are such that crown of pipe is covered with not less than two (2) feet of water at highest point in section being tested. The test head shall be maintained for not less than 24 hours before a weir measurement is made.
2. Infiltration shall be measured with weir at manhole and shall not exceed amounts stated in paragraph B, Exfiltration Test above.
3. Engineer will require exfiltration or air test if Contractor cannot prove to satisfaction of Engineer that ground water conditions are satisfactory.

15.12 SERVICE CONNECTIONS

A. Install service connections at each dwelling or business place, or as directed by Engineer.

B. Services wyes: install wyes, 4-inch branch diameter unless shown otherwise on plans. See standard detail, "Typical Service Connection".

- C. Risers: may be used with wyes for service connections where invert of sewer is seven (7) feet or more below ground surface or where shown on plans. Terminate each connection as shown on plans or as directed by Engineer.
- D. Place suitable stopper in end of connection.
- E. Backfill trench only after recording exact location and depth of service connection.
- F. Street crossings shall have a minimum of two (2) feet of cover to subgrade unless approved by Engineer.
- G. Drive a 1/2-inch metal rebar adjacent to each service connection, with top of post one (1) foot below ground surface.

15.13 CONNECTIONS TO EXISTING DRAINS AND SEWER SYSTEM

- A. Connect existing sanitary service drains which cross new sewer line through equal sized wye.
- B. Connect no storm drains to new sewers.
- C. Connections to Existing Manholes:
 - 1. Insert new sewer pipe flush with inside of manhole.
 - 2. Seal new pipe in place to be watertight.
 - 3. Reconstruct manhole bottom to suit new connection.
 - 4. All debris to be removed.
- D. Connections to Existing Sewer:
 - 1. Build new manhole around existing sewer.
 - 2. Break out existing sewer inside of manhole and construct bottom to suit new connection.

15.14 SEWER PIPE MEASUREMENT & PAYMENT

- A. Measure in linear feet by specified pipe size along centerline of pipe with no deduction for manholes, wye connections or riser connections.
- B. Includes furnishing handling, laying pipe materials and specified bedding materials; trench excavation, backfill and compaction; dewatering; sheeting, shoring and bracing; testing; utilities repair and relocation; providing all labor, tools, equipment and miscellaneous associated work necessary to complete item.
- C. Payment: unit price per linear foot.

15.15 MANHOLES MEASUREMENT & PAYMENT

- A. Includes furnishing and placing all pre-cast and cast in place materials; excavation, backfill and compaction; frame and lid; stub pipes; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.
- B. Payment: unit price for each manhole.

15.16 WYE CONNECTIONS PAYMENT

- A. Measure each as installed by nominal pipe size.

B. Includes additional cost of wye over straight pipe, joints, stoppers and one 1/8 bend sweep.

C. Payment: unit price per each clean out.

15.17 RISER CONNECTIONS PAYMENT

A. Measure each connection installed by nominal pipe size.

B. Includes furnishing and installing wye or tee connection, elbows, concrete work, extra excavation, backfilling and compaction, stoppers and providing labor, equipment and miscellaneous associated work needed to complete item. Does not include straight pipe used for riser.

C. Payment: unit price per each.

15.18 RISER PIPE PAYMENT

A. Measure in lineal feet of straight pipe from fitting joints at upper and lower extreme of riser.

B. Includes furnishing and installing pipe materials, bracing; supports; excavation, backfill and compaction; providing labor, equipment and miscellaneous associated work needed to complete item.

C. Payment: unit price per lineal foot.

15.19 SERVICE CONNECTION LATERAL PIPE PAYMENT

A. Measure in lineal feet by nominal pipe size as installed.

B. Includes furnishing, handling, laying pipe materials; trench excavation, backfill and compaction; dewatering; utilities repair; providing all labor, equipment and miscellaneous associated work needed to complete item.

C. Payment: unit price per lineal foot.

15.20 CLEANOUTS/ LAMPHOLES PAYMENT

Includes furnishing and placing all clean outs; excavation, backfill and compaction; stub pipe; frame and lid; providing all labor, equipment, tools and miscellaneous associated work needed to complete item.

15.21 AS-BUILT RECORDS

A complete set of as-built records shall be kept by the Contractor. These records shall show all items of construction and equipment which differ in size, shape or location from those shown on the contract drawings, also any additional work, existing features or utilities revealed by construction work which are not shown on the contract drawings. These reports shall be kept up-to-date daily. They may be kept on a marked set of contract drawings to be furnished by the Contractor for this purpose, or in any other form which is approved prior to the beginning of the work. They shall be available at all times during construction for reference by the Engineer and Owner, and shall be delivered to the Engineer upon completion of the work.

ADDENDUM NO. 1

TO: ALL BIDDERS
PROJECT: ITB PW 55-19 – PJ ADAMS PARKWAY MULTI-LANING from SR 85N to WILD HORSE DRIVE
BID TIME AND DATE: 3:00 PM LOCAL TIME, JUNE 19, 2019 (NO CHANGE)

June 4, 2019

The following items are hereby incorporated into the project manual, procurement documents, contract documents, plans and specifications:

ITEM NO. 1 – PRE-BID MEETING MINUTES

A Pre-Bid meeting was held May 28, 2019. A copy of the sign-in sheet is attached to this addendum. The meeting was divided in two parts:

1. Technical Discussion presented by Brad Collins (HDR), and
2. Submitting a Bid presented by Roy Petrey (Okaloosa County Public Works)

The technical discussion highlighted the overall project scope, described in general the work by utilities with each utility represented given a time to speak, and discussed the An agenda was prepared and distributed to all participants. A copy of that agenda, changed to Meeting Minutes and consisting of 5 pages is attached – with additions shown in red.

Following the technical discussion, the UAO's (Utility/ Agent Owners) were allowed to leave; a discussion of the bidding process with highlights pointed out within the Instructions to Bidders (Section 00100) and the Bid Form (Section 00410). In addition, the County's Cone of Silence Policy was discussed and the required use of the Pre-Bid Question Form (Section 00150 of the Project Manual) and how that Form could be submitted. Note - The discussion was not to supplant or revise any information contained in those documents but rather to discuss the bid process and highlight the requirements within.

ITEM NO. 2 – DOCUMENT 00410 BID FORM

Contract time in Article 6.01 of this section has been revised to 820 calendar days for Substantial Completion and 910 calendar days to final payment. Document 00410 will be revised in a subsequent addendum with an updated bid schedule and this change to contract time.

ITEM NO. 3 – DOCUMENT 00520 DRAFT AGREEMENT

Revise Article 4.02.A of Document 00520 to read:

4.02 Contract Times: Days

- A. The Work will be substantially completed within 820 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 910 calendar days after the date when the Contract Times commence to run.

ITEM NO. 4 – PRE-BID QUESTIONS RECEIVED

Q. 1 - (Ref Sheet No. 29) End of Project is listed as Sta. 2063+14.11 and end of construction is listed at Sta. 2068+50.73. There is no typical section listed for the 536.62 feet. Please Advise.

A. 1 - This area is a transition area between the proposed full 4 lane typical section and the existing 2 lane typical section. All information needed to construct this section of roadway can be found on Plan Sheet 29 and Cross Section Sheets 187-195.

Q. 2 – (Ref Sheet No. BW-3 Noise Wall) Would a 2 panel system in lieu of a 3 panel system be sufficient?

A. 2 – Bid the Noise Walls as depicted in the plans. Wall NW-1 is a 3-panel system; wall NW-2 is a 2-panel system). The 3-panel system is used where there is limited overhead clearance from electric utility.

ITEM NO. 5 – DOCUMENT 00800 SUPPLEMENTARY CONDITIONS

Add New Section 18.15 to Document 00800 as follows:

18.15 – Environmental Resource Permit

A. Contractor shall abide by the requirements in Environmental Resource Permit No. 03490001-002-EI/46 consisting of 15 pages (copy attached to this Addendum).

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY WRITING THIS ADDENDUM NUMBER AND DATE IN THE SPACE PROVIDED ON DOCUMENT ENTITLED, 'ADDENDUM ACKNOWLEDGEMENT - ATTACHMENT A' in SECTION 00410.

/s/ Roy Petrey
Roy Petrey, P.E.
Project Manager

Attachments Pre-Bid Meeting Minutes – 5 pages
 Environmental Resource Permit (03490001-002-EI/46) – 15 pages

PJ Adams Pre-Bid Minutes

5-28-19

- Overall Project Discussion
 - LAP Funded (Federal Funds)
 - Separated into three separate FPID's
- 4 lane Urban
 - 3 Signals
 - 2 Noise Walls
 - Profile matches at crests, fill elsewhere
 - Utility Construction by Contractor
 - Okaloosa IS and Okaloosa IT
 - City of Crestview Water and Sewer Lines
- Utility Layout
 - Note: Board presented is a graphical representation of the limits of utility relocations and not a detailed design. Work days between segments shown on board is a scale of the provided Utility Work Schedules.
 - Gulf Power will be last to relocate (North side for majority of corridor)
 - Need some structures/pipes constructed before relocation
 - See TCP Notes
 - Noise Wall 1 constructed (Phase 1 Construction)
 - Gulf Power stated 10' of clearance from lines at all times

- Front Loaded Panels
- Spliced Support Posts
- OE varies from 10.5' to 12.5' from line to CL Wall
 - OE height varies from 25' to 20'
- Dry utilities need grading on south side (Centurylink, Verizon, AT&T)
 - Joint Trench
 - Need R/W **Cleared & Staked**
 - Proposed Ground Staked to Grade
 - CL Construction Staked
 - City of Crestview line from 2035-2040 LT needs to be placed before Centurylink can relocate, but can't cross driveway at 2034+50.
 - **Telcom's do not have the ability to splice cable within the project limits.**
 - **CenturyLink has 4 crossings and planning on going a minimum of 8' deep.**
 - **All proposed lines have to be cut over & in service before existing lines can be impacted.**
 - Okaloosa Water and Sewer on north side (Water Line Only)
 - **Okaloosa Water and Sewer will relocate in one movement along the roadway.**
 - City of Crestview (Water and Sewer)

- JPA Plans to be constructed by contractor
 - Highlighted pipe bridge (sewer) and associated details just east of Key Lime Place on south side of road
- Okaloosa Gas on South Side (Begin to 2042) on North side from 2042 to End
 - Okaloosa Gas stated it was most concerned with roadway crossings at intersections to maintain service to customers, and then could facilitate relocations along the roadway.
- Utility Notes
 - Recommended order of construction
- Laydown locations
 - Pond 3 Residual Area
 - Wetlands (Revision 1 coming soon)-Wetland line will extend to parcel limits.
 - Transmission Lines (Gulf Power)
 - Limited on height with equipment
- R/W specialty areas of concern
 - 2040-2047 RT
 - Ditch outside R/W – Easement has been provided in plans
 - Daycare fence/back flow preventer (2038-2040 RT)
 - TCE is for utility company relocations. Should not be needed for roadway construction.
 - Water Tower Fence (2037-2039 LT) – To be relocated by contractor

- Key Lime Drive/ 30 days temp construction easement
 - Concrete ditch at Culvert crossing (2062 LT)
- Excess Earthwork to Garrett Pitt Road (except subsoil/muck) –Muck will not be deposited at this site. Location of TCE area will change in upcoming Addendum.
 - Responsibility of Property Owner
 - Property owner will take responsibility of stabilized dirt stockpile at end of construction upon acceptance.
 - Responsibility of Contractor
 - Contractor will be responsible for clearing and grubbing, erosion control, and stabilization. Fill will not be controlled; however 1:3 max slopes.
 - Contractor will be responsible for erosion control and maintenance of area until end of construction; then property owner will take over responsibility upon acceptance.
 - TCE coming
- Construction Days / Utility Days
 - Need recommended additions by end of week
 - Submit questions
 - Anticipated Addendum and updated contract days by June 5
- 2,000' Extension to Crab Apple
 - Unknown how it will be procured at this time
- Revision 1
 - Drainage Pay Items (in plans) (Roadway Plans Sheet 16)

- Date of Specifications (on Key Sheet)
- Add wetlands on Pond 3 Laydown area detail sheet (Roadway Plans Sheet 47)
- Update shape of Garrett Pitt Road Outline (Roadway Plans Sheet 48)
- Adding Clearing and Grubbing to Stockpile Area
- Updated Number of Construction Days

This is believed to be an accurate record of this meeting. Should you have any corrections, notify Brad Collins at Michael.Collins@hdrinc.com within 7 days of receipt. “



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Permittee/Authorized Entity:

Okaloosa County Board of County Commissioners
c/o Scott Bitterman, County Engineer
1759 S Ferdon Blvd
Crestview, Florida 32536, Okaloosa County
sbitterman@co.okaloosa.fl.us

PJ Adams Pkwy Widening

Authorized Agent:

Josey Walker
25 W Cedar St
Pensacola, Florida 32502
Josey.walker@hdrinc.com

Environmental Resource Permit State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County
Permit No.: 0349001-002-EI/46

Permit Issuance Date: May 24, 2019
Permit Construction Phase Expiration Date: May 24, 2024

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Okaloosa County Board of County Commissioners
Permit No: 0349001-002-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereign submerged lands authorization are located along the north and south sides of PJ Adams Parkway, Crestview, Florida 32536, in Sections 31 and 32, Township 03 North, Range 23 West in Okaloosa County, from the western extent at approximately 30°42'43.39" North Latitude, 86°35'31.30" West Longitude to the intersection at SR 85 at approximately 30°42'41.38" North Latitude, 86°34'13.77" West Longitude.

Offsite mitigation will be achieved by providing a Conservation Easement over a 67.5 acre tract of land, more or less, located west-southwest of the project area, adjacent to the Yellow River, in Section 09, Township 02 North, Range 24 West, at approximately 30°41'40.61" North Latitude, 86°38'45.50" West Longitude

PROJECT DESCRIPTION

The permittee is authorized to widen the existing roadway from two lanes to four lanes with a new stormwater management system. The project will impact 2.126 acres of unnamed wetlands adjacent to and associated with Juniper Creek, a Class III Outstanding Florida Waterbody, Unclassified Shellfish Harvesting Area. Authorized activities are depicted on the attached exhibits.

To offset unavoidable impacts that will occur from these authorized activities, the permittee shall provide a Conservation Easement over the 67.5-acre tract of land, more or less, adjacent to the Yellow River.

AUTHORIZATIONS

PJ Adams Pkwy Widening

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees under Sections 253.002, F.S., the Department has reviewed the activity described above and has determined that the activity is authorized under existing Sovereign Submerged Lands Easement #461237969.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE**

permit or authorization **shall be required** from the U.S. Army Corps of Engineers (Corps). You must apply separately to the Corps using the federal application form (ENG 4345). More information about Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review – an agreement with the Corps entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duty Authorized Designee, State Programmatic General Permit,” Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida’s Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit, as described.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit, unless an application for extension is received and approved pursuant to Rule 62-330.320, F.A.C. If construction of the stormwater management system authorized by this environmental resource permit has not been completed and continued use of the system formally transferred to the operating phase before the expiration date of the permit, or an authorized extension, then at least 60 days before such expiration date, the permittee shall apply for another individual stormwater permit, using the forms and accompanied by the fee required by rules in effect at that time.
2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800)320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850)595-0663, day or night.
3. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, 160 West Government St, Pensacola, FL 32502.
4. The permittee shall be responsible for keeping records documenting that relevant permit conditions are met. This documentation shall include, at a minimum, the date of each inspection, the name and qualifications of the inspector, any maintenance actions taken, and a determination by the inspector as to whether the system is operating as intended. Inspection documentation must be readily available and shall be provided at the Department's request. Submittal of the inspection documentation to the Department is not required.
5. Within 30 days of any failure of a stormwater management system or deviation from the permit, a report shall be submitted to the Department on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure of deviation. This report shall be signed and sealed by a registered professional.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

6. Prior to any construction authorized by this permit, the proposed mitigation area shall be preserved through a perpetual conservation easement. A copy of the conservation easement is included as an attachment. The language in the conservation easement shall not be changed. Within 30 days of permit issuance, the approved regulatory conservation easement shall be signed by the appropriate party, notarized and recorded within the Official Records of Okaloosa County. The original recorded document shall be returned to the Department. Please mail the original recorded document to DEP, Attn: ERP Permitting, 160 W. Government Street, Suite 308, Pensacola, Florida 32502.
7. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain onsite at all times during the activities.
8. Prior to construction, the limits of impact shall be clearly marked in a way which is visible and obvious to anyone performing work on-site, including someone operating heavy equipment.

9. Best management practices for erosion control shall be implemented prior to construction activities and maintained at all times during construction to prevent siltation and turbid discharges into adjacent wetlands. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Erosion control methods shall be implemented as described and shown in the attached permit drawings. The permittee shall be responsible for ensuring that erosion control devices/procedures are inspected and maintained daily during all stages of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

10. All wetland areas or water bodies which are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring and/or dewatering. Turbidity/erosion controls shall be installed prior to any clearing, excavation or placement of fill material and shall be maintained in an effective condition at all locations until construction is completed and disturbed areas are stabilized. Staked filter cloth shall be positioned at the edge of the permitted fill slopes where they are adjacent to wetlands in order to prevent turbid run-off and erosion. The permittee shall be responsible for ensuring that erosion control devices/procedures are inspected/maintained daily during all phases of construction authorized by this permit. Once these conditions are met, the turbidity and erosion control devices shall be removed within 14 days. At no time shall there be any discharge in violation of the water quality standards in Chapter 62-302, Florida Administrative Code.

11. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not degrade the ambient water quality of Outstanding Florida Waters. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

SPECIFIC CONDITIONS – MITIGATION

12. Permanent signs shall be placed along the property boundaries of the Conservation Easement area. Permanent signs shall consist of 3/4-inch diameter aluminum posts, driven 30 inches into the ground and extending 3 feet above the ground with a highly visible aluminum sign (12 in by 12 in) bolted to the post. The sign should read:

**WETLAND CONSERVATION AREA
LAND & DRAINAGE ALTERATION
ACTIVITIES PROHIBITED**

and shall include the Department's local phone number to be called if information is needed regarding the easement restricted activities as listed in the Conservation Easement document. The permanent signs as described above shall be posted at 100 ft. intervals and in conspicuous locations throughout the Conservation Easement area. All signs shall be installed within 30 days of the signature date of this permit.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

13. If the approved permit drawings and/or narrative conflict with the Specific Conditions, then the Specific Conditions shall prevail.
14. This permit does not authorize the construction of any additional structures or dredging or filling of wetlands not illustrated on the permit drawings.
15. If any construction de-watering is required, which results in an offsite discharge of groundwater, the permittee and/or the contractor shall ensure that the requirements of pertinent portions of Chapter 62-621, F.A.C. are met. Please contact Bill Evans, P.E., at 850-595-0584, for more information.
16. All fill areas, fill slopes, and disturbed upland areas shall be stabilized at all times during and after construction so as to prevent any erosion, sedimentation, siltation, or scouring.
17. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.
18. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.
19. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed the ambient water quality levels of the Outstanding Florida Waters:
- a. Immediately cease all work contributing to the water quality violation.
 - b. Modify the work procedures that were responsible for the violation and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
 - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.
20. Erosion controls shall remain in place until the filled area has sufficient vegetative coverage to ensure stability and prevent erosion into the surrounding wetlands or surface waters. Grass seed and mulch or sod shall be installed and maintained on all exposed slopes and disturbed soil areas within 48 hours of completing final grade, and at any other time as necessary, to prevent erosion, sedimentation, or turbid discharges into adjacent wetlands. A vegetative cover that stabilizes and prevents erosion of the fill material shall be established within 60 days of sodding or seeding. Upon establishment of a substantial vegetative cover, all erosion control devices shall be removed.
21. The permittee shall be responsible for ensuring that erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

22. Any damage to wetlands outside of the authorized impact areas as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.

23. The retaining walls shall be fully constructed prior to the placement of any backfill material.

24. All material used as fill for construction shall be clean sand/shell material and shall not be contaminated with vegetation, garbage, trash, tires, hazardous, toxic waste or other materials that are not suitable for construction as so determined by the Department.

SPECIFIC CONDITIONS – CONSTRUCTION COMPLETION

25. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

26. The stormwater management system shall be inspected by a registered professional to evaluate whether the system is functioning as designed and permitted. The registered professional may record his inspection on Form No. 62-330.311(1), Operation and Maintenance Inspection Certification or may provide his evaluation in any other format; however any report must be signed and sealed by the registered professional. Submittal of the inspection report to the Department is not required; but the report shall be made available to the Department upon request. Inspections shall be made by the registered professional in accordance with this schedule:

For wet detention and dry retention systems:

- a. On the first anniversary of the date of conversion to Operation and Maintenance Phase.
- b. Every fifth year on the anniversary of conversion to Operation and Maintenance phase, after the first year of successful operation.

27. The Stormwater Operation and Maintenance Plan, as approved and enclosed with this permit, shall be implemented.

28. The wet detention area shall be inspected periodically for debris and trash built up around the discharge structures. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.

29. Percolation performance shall be evaluated within the retention areas at least every third year. If there is evidence of inadequate percolation, the system shall be rehabilitated or replaced, as appropriate.

30. For Retention systems, Inspections by the Permittee:

- a. The stormwater system shall be inspected periodically for accumulation of debris and trash. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.

- b. The stormwater system shall be inspected periodically for silt accumulation. Accumulations of silt that negatively affect the function of the system shall be removed.

31. All structures authorized by this permit shall remain in operable condition and shall not be allowed to deteriorate or otherwise contribute to a water quality violation for the life of the facility. All stormwater structures identified by this permit shall be maintained in proper working order for the life of the facility.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
 - b. For all other activities – “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and

- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S. before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S. or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline

for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

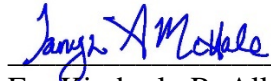
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at (850)595-0655, or at Wade.Dandridge@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



For Kimberly R. Allen
Permitting Program Administrator

KRA:wd

Attachments:

Wetland Impact Drawings and Design Specs., 26 pages

Stormwater Drawings and Design Specs., 386 pages

Stormwater Facility Inspection and Maintenance Plan, 3 pages

Draft Conservation Easement, 11 pages

Copies of 62-330 forms may be obtained at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kimberly R. Allen, DEP, Kim.Allen@FloridaDEP.gov

DEP, Office of General Counsel, agency_clerk@FloridaDEP.gov, stephanie.a.gray@FloridaDEP.gov

Scott Casey, DEP Mitigation Banking Coordination, scott.casey@FloridaDEP.gov

Chuck Harrell, DEP Stormwater Engineer, Charles.Harrell@FloridaDEP.gov

FWC, Imperiled Species Management Section, fwconconservationplanningservices@myfwc.com,
terry.gilbert@myfwc.com

Department of Community Affairs, Ray.Eubanks@deo.myflorida.com, DCPPermits@deo.myflorida.com

U.S. Army Corps of Engineers, Stephen.W.Andrews@usace.army.mil, Terry.S.Hayes@usace.army.mil,

Susanna.R.Maxwell@usace.army.mil

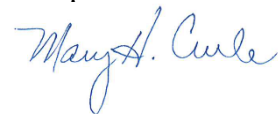
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us,

sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com

Frank Fu, Engineering Consultant, frank.fu@hdrinc.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

May 24, 2019

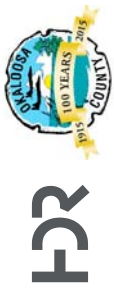
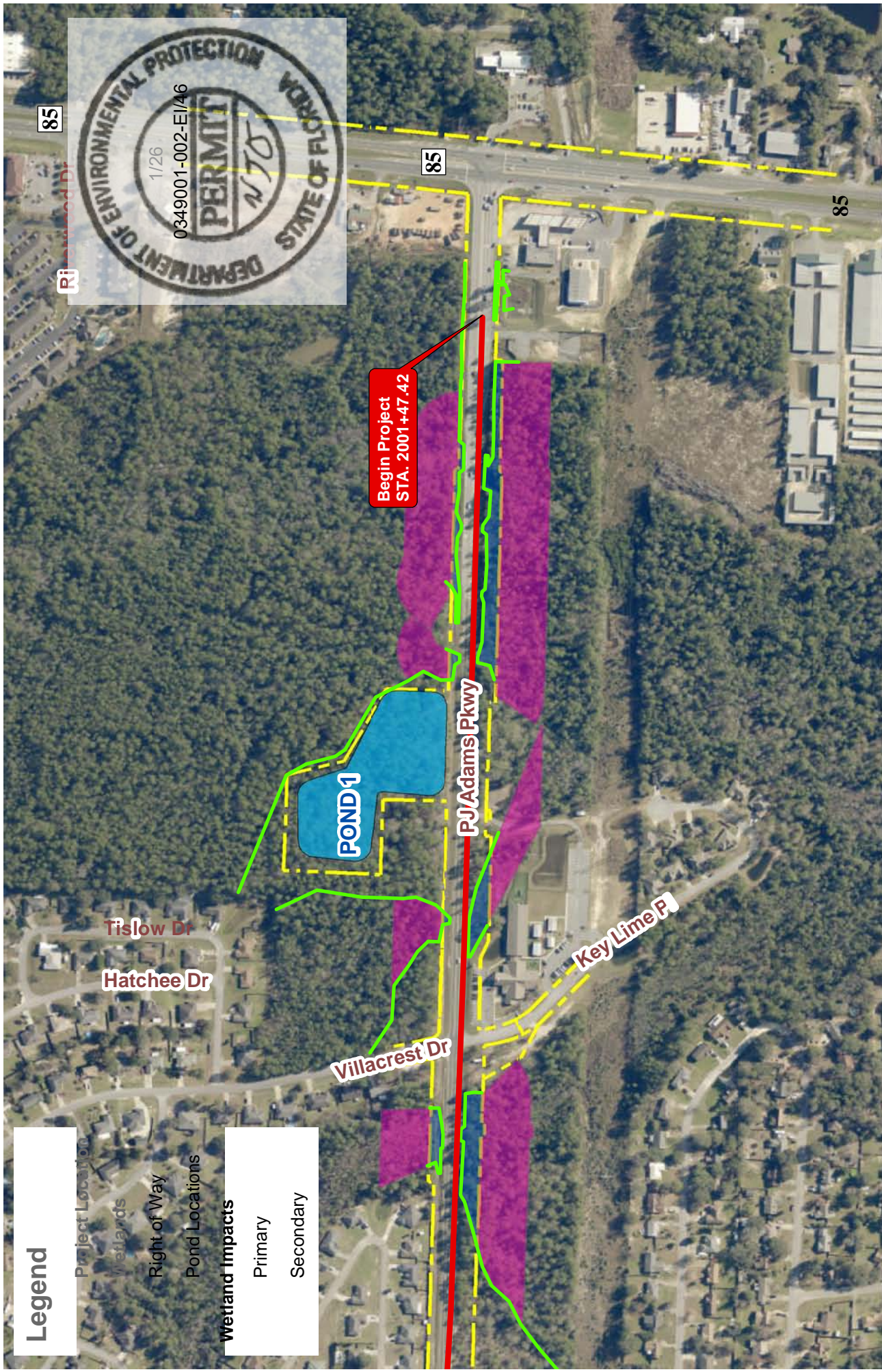
Date

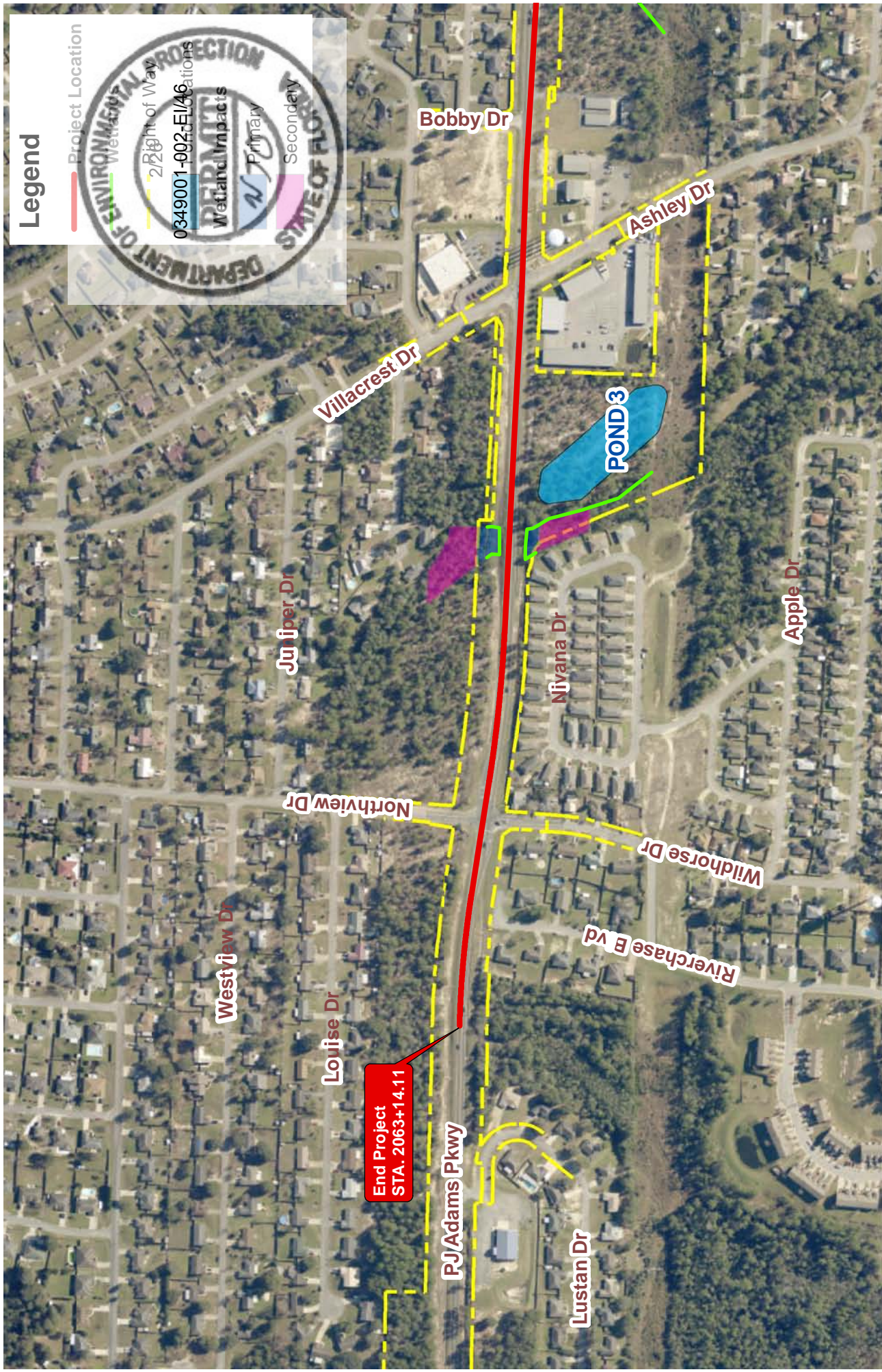
Legend

- Project Location
- Wetlands
- Right of Way
- Pond Locations

Wetland Impacts

- Primary
- Secondary





Legend

Project Location

20' Right of Way

0349001-002-EL/46 Applications

Wetland Impacts

Primary

Secondary

End Project
STA. 2063+14.11



PRE-BID MEETING
FOR
PJ ADAMS PARKWAY WIDENING
PHASES 1-3
(HWY 85 TO WILD HORSE)

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC WORKS DEPARTMENT
PURCHASING DEPARTMENT

NAME	COMPANY	PHONE	EMAIL
BOBBY BRAUN	ANDERSON COLUMBIA CO. INC	850-537-9074	Bobby.Braun@andersoncolumbia.com
Karin Buchanan	"	850-209-2076	Karin@andersoncolumbia.com
TUCKER TRACY	OKALOOSA GAS DISTRICT	850-428-1286	TUCKER.TRAY@OKALOOSAGAS.COM
Shawn Croft	Okaloosa Gas	850-200-5387	ShawnCroft@Okaloosagas.com
Kyle Lusk	City of Crestview	—	kyle@cityofcrestview.org
Marc Bouifay	City of Crestview		marcbouifay@cityofcrestview.org
Matt Carden	MidSouth Parking, Inc.	901-491-3743	matthew.carden@midsouthparking.com
Ron Hagberg	Okaloosa County F.T.	850-978-0330	RHagberg@myokaloosa.com

PRE-BID MEETING
FOR
PJ ADAMS PARKWAY WIDENING
PHASES 1-3
(HWY 85 TO WILD HORSE)

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC WORKS DEPARTMENT
PURCHASING DEPARTMENT

NAME	COMPANY	PHONE	EMAIL
Brad Collins	HDR	850-429-8931	Michael.collins@hdrinc.com
Ryan McGhee	HDR	850-429-8901	Ryan.McGhee@hdrinc.com
Bayn Powell	CWR	850-835-3500	bapowell@cwrcontracting.com
NATHAN C MASON	AT&T / TCA	770-706-8877	NATHAN2235@ATT.COM
Derita Mason	Purchasing		dmason@myokaloosa.com
DUSTIN GRUBBS	OUTSOURCE INC	850 876 8595	grubbsd@outsource-inc.com
Josh Haggard	Roads, Inc. f NWF	850-968-0991	josh@roadsinc.com
JOHN MADONALD	ATKINS	850-390-3363	JOHN.MADONALD@ATKINSGLOBAL.COM
Asa Hunt	Mott MacDonald	850-490-3362	asa.hunt@mottmac.com
Jeremy Vaughn	" "	850- 461 ⁴⁶¹ -1614	jeremy.vaughn@mottmac.com

PRE-BID MEETING
FOR
PJ ADAMS PARKWAY WIDENING
PHASES 1-3
(HWY 85 TO WILD HORSE)

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC WORKS DEPARTMENT
PURCHASING DEPARTMENT

NAME	COMPANY	PHONE	EMAIL
BOBBY WIEDEMAN	CENTURY LINK	850-300-7029	bobby.h.wiedeman@centurylink.com
Jon Kanak	CCWS	850-826-0748	jkanak@myokaloosa.com
Josh Hammer	Panhandle Grading Paving, Inc.	850 478-5250	josh@panhandlegradingandpaving.com
WAYNE STEELE	CITY OF CRESTVIEW	850-612-1885	ON FILE
Jason Snyder	Okaloosa County, IT	850 978 0331	jsnyder@myokaloosa.com
Lance Holland	B&W Utilities, Inc.	850-449-3855	lance@bandwutilities.com
Tom Mannings	AT&T FLORIDA	850-623-3521	tm2709@att.com
Kata Misha	Cum Creek Farms	850 419 4001	keatonqcf@gmail.com

PRE-BID MEETING
FOR
PJ ADAMS PARKWAY WIDENING
PHASES 1-3
(HWY 85 TO WILD HORSE)

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC WORKS DEPARTMENT
PURCHASING DEPARTMENT

NAME	COMPANY	PHONE	EMAIL
Ed Miller	MidSouth Paving Inc.	(850) 549-1122	ed.miller@midsouthpaving.com
Jason Auer	OCPW	850-689-5772	JAURER@MYOKALOOSA.COM
Steve Schmitt	OCPW	850-423-4886	SSCHMITT@MIDOKALOOSA.COM

ADDENDUM NO. 2

TO: ALL BIDDERS

PROJECT: ITB PW 55-19 – PJ ADAMS PARKWAY MULTI-LANING from SR 85N to WILD HORSE DRIVE

BID TIME AND DATE: 3:00 PM LOCAL TIME, JUNE 19, 2019 (NO CHANGE)

June 10, 2019

The following items are hereby incorporated into the project manual, procurement documents, contract documents, plans and specifications:

ITEM NO. 1 –DRAWINGS

The following drawings are revised and/or are new and supersede previous drawings.

ROADWAY PLANS		NOISE WALL PLANS
1	SQ-2	BW-3
1A	SQ-3	BW-8
3	SQ-6	BW-9
4	SQ-7	BW-12
5	SQ-8	BW-13
16	SQ-11	
47	SQ-12	
48	SQ-13	
334	SQ-14	
SQ-1	SQ-17	

ITEM NO. 2 – DOCUMENT 00410 - BID FORM WITH ATTACHMENTS

This document has been revised. Replace old Document 00410 – Bid Form with Attachments (47 pages) with new Document 00410 – Bid Form with Attachments (40 pages).

ITEM NO. 3 – DOCUMENT 00100 INSTRUCTIONS TO BIDDERS

Article 13, subarticle 13.03 requires respondents (bidders) within 3 business days of submitting a bid to complete the Bidders Opportunity List through the State of Florida's Equal Opportunity Compliance System (EOC System). See Attachment "C" of Document 00410 for more information. The bidder should utilize contract number G0N75 when entering the required data in the EOC System for this project.

ITEM NO. 4 – PRE-BID QUESTIONS RECEIVED

Q. 3 - (Ref Document 00020 and Subarticle 3.02 Document 00100) - Can the requirement for an FDOT prequalified contractor for noise barrier wall be waived?

A. 3 – For the Noise Barrier Wall construction, the Owner will allow contractors/subcontractors prequalified by the FDOT in work class 27 (Minor Bridges) or work class 40 (Noise Barrier Wall).

ITEM NO. 5 – DOCUMENT 00800 SUPPLEMENTARY CONDITIONS

Clarification to new Section 18.15 (added by Addendum 1) to Document 00800:

18.15 – Environmental Resource Permit

A. Contractor shall abide by the requirements in Environmental Resource Permit No. 03490001-002-EI/46 consisting of 15 pages (*the project construction plans are hereby incorporated by reference as an attachment to the subject permit.*)

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY WRITING THIS ADDENDUM NUMBER AND DATE IN THE SPACE PROVIDED ON DOCUMENT ENTITLED, 'ADDENDUM ACKNOWLEDGEMENT - ATTACHMENT A' in SECTION 00410.

/s/ Roy Petrey
Roy Petrey, P.E.
Project Manager

Attachments Document 00410 – Bid Form with Attachments (40 pages)
Updated Drawings (25 sheets)

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.
- K. BIDDER will ensure that all subcontractors to this contract are FDOT prequalified for the type of work they are responsible for under their subcontract.

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):

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 FPN 421997-3-58-01 QTY	Segment 2 FPN 421997-7-58-01 QTY	Segment 3 FPN 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
1-A	0101- 1-	MOBILIZATION - SEGMENT 1 (85N TO KEY LIME)	LS	1			1	\$	\$
1-B	0101- 1-	MOBILIZATION - SEGMENT 2 (KEY LIME TO ASHLEY)	LS		1		1	\$	\$
1-C	0101- 1-	MOBILIZATION - SEGMENT 3 (ASHLEY TO WILDHORSE)	LS			1	1	\$	\$
2-A	0102- 1-	MAINTENANCE OF TRAFFIC - SEGMENT 1 (85N TO KEY LIME)	LS	1			1	\$	\$
2-B	0102- 1-	MAINTENANCE OF TRAFFIC - SEGMENT 2 (KEY LIME TO ASHLEY)	LS		1		1	\$	\$
2-C	0102- 1-	MAINTENANCE OF TRAFFIC - SEGMENT 3 (ASHLEY TO WILDHORSE)	LS			1	1	\$	\$
3	0102- 2- 1	SPECIAL DETOUR 1	LS	1			1	\$	\$
4	0102- 2- 2	SPECIAL DETOUR 2	LS		1		1	\$	\$
5	0102- 2- 3	SPECIAL DETOUR 3	LS		1		1	\$	\$
6	0102- 2- 4	SPECIAL DETOUR 4	LS			1	1	\$	\$
7	0102- 2- 5	SPECIAL DETOUR 5	LS			1	1	\$	\$
8	0102- 2- 6	SPECIAL DETOUR 6	LS			1	1	\$	\$
9	0102- 2- 7	SPECIAL DETOUR 7	LS	1			1	\$	\$
10	0102- 2- 8	SPECIAL DETOUR 8	LS	1			1	\$	\$
11	0102- 3-	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	5.4	8.8	11.9	26.1	\$	\$
12	0102- 60-	WORK ZONE SIGN	ED	16870	34920	29680	81470	\$	\$
13	0102- 61-	BUSINESS SIGN	ED	310	2480	310	3100	\$	\$
14	0102- 71- 13	BARRIER WALL, TEMP., LOW PROFILE, CONCRETE	LF	300	132	288	720	\$	\$
15	0102- 74- 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	82620	63560	60960	207140	\$	\$

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 FPN 421997-3-58-01 QTY	Segment 2 FPN 421997-7-58-01 QTY	Segment 3 FPN 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
16	0102- 74- 2	CHANNELIZING DEVICE, TYPE III, 6'	ED	9990	13140	7030	30160	\$	\$
17	0102- 76- ARROW PANEL	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	1950	80	1330	3360	\$	\$
18	0102- 78-	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA	2202	856	983	4041	\$	\$
19	0102- 99-	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	4440	2900	2270	9610	\$	\$
20	0102-104-	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	ED			780	780	\$	\$
21	0102-107- 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	ED			820	820	\$	\$
22	0104- 10- 3	SEDIMENT BARRIER	LF	10300	7706	7673	25679	\$	\$
23	0104- 11-	FLOATING TURBIDITY BARRIER	LF	339			339	\$	\$
24	0104- 15-	SOIL TRACKING PREVENTION DEVICE	EA	1	1	1	3	\$	\$
25	0104- 18-	INLET PROTECTION SYSTEM	EA	16	8	12	36	\$	\$
26-A	0110- 1- 1	CLEARING & GRUBBING - SEGMENT 1 (85N TO KEY LIME)	LS/AC	1/11.11			1/11.11	\$	\$
26-B	0110- 1- 1	CLEARING & GRUBBING - SEGMENT 2 (KEY LIME TO ASHLEY)	LS/AC		1/7.49		1/7.49	\$	\$
26-C	0110- 1- 1	CLEARING & GRUBBING - SEGMENT 3 (ASHLEY TO WILD HORSE)	LS/AC			1/11.29	1/11.29	\$	\$
27-A	0110- 1- 1	CLEARING & GRUBBING (STOCKPILE LOCATION ONLY) - SEGMENT 1 (85N TO KEY	LS/AC	1/1.94			1/1.94	\$	\$
27-B	0110- 1- 1	CLEARING & GRUBBING (STOCKPILE LOCATION ONLY) - SEGMENT 2 (KEY LIME	LS/AC		1/1.94		1/1.94	\$	\$
27-C	0110- 1- 1	CLEARING & GRUBBING (STOCKPILE LOCATION ONLY) - SEGMENT 3 (ASHLEY TO	LS/AC			1/1.94	1/1.94	\$	\$
28	0110- 4- 10-	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY			1499	1499	\$	\$
29	0110- 7- 1	MAILBOX (F&I)	EA	1		2	3	\$	\$
30	0120- 1-	REGULAR EXCAVATION	CY	71484.1	4766.8	21824.6	98075.5	\$	\$

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 FPN 421997-3-58-01 QTY	Segment 2 FPN 421997-7-58-01 QTY	Segment 3 FPN 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
31	0120- 4-	SUBSOIL EXCAVATION	CY		962.1		962.1	\$	\$
32	0120- 6-	EMBANKMENT	CY	9666.5	12472.5	16061.3	38200.3	\$	\$
33	0160- 4-	TYPE B STABILIZATION	SY	17851	21454	20143	59448	\$	\$
34	0285-710-	OPTIONAL BASE, BASE GROUP 10	SY	16406	17551	17306	51263	\$	\$
35	0286- 1	TURNOUT CONSTRUCTION	SY		121		121	\$	\$
36	0327- 70- 6	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	SY	921		804	1725	\$	\$
37	0334- 1- 53	SUPERPAVE ASPH CONC, TRAFFIC C, PG76-22	TN	2169.9	2430.3	2404.2	7004.4	\$	\$
38	0337- 7- 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	1378.9	1306.1	1494.1	4179.1	\$	\$
39	0339- 1-	MISCELLANEOUS ASPHALT PAVEMENT	TN	9.2			9.2	\$	\$
40	0400- 0-11	CONCRETE CLASS NS, GRAVITY WALL	CY			34.8	34.8	\$	\$
41	0400- 1- 2	CONCRETE CLASS I, ENDWALLS	CY	29.38			29.38	\$	\$
42	0400- 4- 1	CONCRETE CLASS IV, CULVERTS	CY	212.5	163.3	90.4	466.2	\$	\$
43	0415- 1- 1	REINFORCING STEEL, ROADWAY	LB	43141	23777	12848	79766	\$	\$
44	0425- 1- 351	INLETS, CURB, TYPE P-5, <10'	EA	10	4	5	19	\$	\$
45	0425- 1- 361	INLETS, CURB, TYPE P-6, <10'	EA	4	2	3	9	\$	\$
46	0425- 1-529	INLETS, DT BOT, TYPE C, MODIFY	EA			1	1	\$	\$
47	0425- 1- 549	INLETS, DT BOT, TYPE D, MODIFY	EA	1			1	\$	\$
48	0425- 1-581	INLETS, DT BOT, TYPE H, <10'	EA			1	1	\$	\$
49	0425- 2- 41	MANHOLES, P-7, <10'	EA	1			1	\$	\$

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 FPN 421997-3-58-01 QTY	Segment 2 FPN 421997-7-58-01 QTY	Segment 3 FPN 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
50	0430-174-118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18" SD	LF	27		34	61	\$	\$
51	0430-175-118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	290	529	579	1398	\$	\$
52	0430-175-124	PIPE CULVERT, OPT MATERIAL,ROUND, 24"S/CD	LF	2094	395	156	2645	\$	\$
53	0430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	LF	70			70	\$	\$
54	0430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	LF	61			61	\$	\$
55	0430-185-118	PIPE CULVERT, OPT MATERIAL, ROUND, JACK & BORE, 18", SIDE DRAIN	LF	62			62	\$	\$
56	0430-185-124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND,JACK & BORE, 24" S/CD	LF			78	78	\$	\$
57	0430-185-130	PIPE CULVERT, OPT MATERIAL, ROUND, JACK & BORE, 30", SIDE DRAIN	LF	70			70	\$	\$
58	0430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA			1	1	\$	\$
59	0430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	3		1	4	\$	\$
60	0430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	EA	1			1	\$	\$
61	0430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	2		2	4	\$	\$
62	0520- 1- 7	CONCRETE CURB & GUTTER, TYPE E	LF	1263	2548	4436	8247	\$	\$
63	0520- 1- 10	CONCRETE CURB & GUTTER, TYPE F	LF	4340	4301	2899	11540	\$	\$
64	0520- 5- 11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	777	355	304	1436	\$	\$
65	0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1377	2629	2493	6499	\$	\$
66	0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	85	283	105	473	\$	\$
67	0524- 1- 2	CONCRETE DITCH PAVEMENT - NON REINFORCED, 4"	SY		283	304	587	\$	\$
68	0527- 2-	DETECTABLE WARNINGS	SF	37	59	83	179	\$	\$

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 FPN 421997-3-58-01 QTY	Segment 2 FPN 421997-7-58-01 QTY	Segment 3 FPN 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
69	0530- 3- 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	4.3	37.2	92.6	134.1	\$	\$
70	0534- 72-101	SOUND / NOISE BARRIER	SF		11310	9490	20800	\$	\$
71	0536- 1- 1	GUARDRAIL -ROADWAY	LF	388			388	\$	\$
72	0536- 73-	GUARDRAIL REMOVAL	LF	354		1205	1559	\$	\$
73	0536- 85- 24	GUARDRAIL END ANCHORAGE ASSEMBLY-PARALLEL	EA	1			1	\$	\$
74	0536- 85- 25	GUARDRAIL END ANCHORAGE ASSEMBLY-TYPE II	EA	1			1	\$	\$
75	0550- 10-238	FENCING, TYPE B, 6.1-7.0, RESET EXISTING	LF		163		163	\$	\$
76	0570-1-1	PERFORMANCE TURF	SY	7871	7871	7871	23613	\$	\$
77	0570- 1- 2	PERFORMANCE TURF, SOD	SY	35516	20123	35448	91087	\$	\$
78	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	3052	2748	2102	7902	\$	\$
79	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	506	298	659	1463	\$	\$
80	0632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1	1	1	3	\$	\$
81	632- 7- 6	SIGNAL CABLE, REMOVE- INTERSECTION	PI		1	1	2	\$	\$
82	633-1-121	FIBER OPTIC CONNECTION (F&I) (UNDERGROUND) (2-12 FIBERS)	LF	382	224	367	973	\$	\$
83	633-2-32	FIBER OPTIC CONNECTION (INSTALL) (TERMINATION)	EA	12	12	12	36	\$	\$
84	633-3-11	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPlice ENCLOSURE)	EA	1	1	1	3	\$	\$
85	633-3-12	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPlice TRAY)	EA	2	2	2	6	\$	\$
86	633-3-14	FIBER OPTIC CONNECTION HARDWARE (F&I) (BUFFER TUBE FAN OUT KIT)	EA	1	1	1	3	\$	\$
87	633-3-16	FIBER OPTIC CONNECTION HARDWARE (F&I) (PATCH PANEL, FIELD TERMINATED)	EA	1	1	1	3	\$	\$

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 FPN 421997-3-58-01 QTY	Segment 2 FPN 421997-7-58-01 QTY	Segment 3 FPN 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
88	633-3-17	FIBER OPTIC CONNECTION HARDWARE (F&I) (CONNECTOR PANEL)	EA	1	1	1	3	\$	\$
89	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	11	20	15	46	\$	\$
90	635-2-12	PULL & SPLICE BOX, F&I, 24" x 36"	EA	4		4	8	\$	\$
91	635-2-13	PULL & SPLICE BOX, F&I, 30" x 60" RECT. OR 36" ROUND	EA	2	1	1	4	\$	\$
92	635-2-30	PULL & SPLICE BOX, INSTALL	EA	2	2		4	\$	\$
93	639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY	AS	1	1	1	3	\$	\$
94	639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	100	168	100	368	\$	\$
95	641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	1	1	1	3	\$	\$
96	641- 2- 70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA		2	2	4	\$	\$
97	646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	4	5	6	15	\$	\$
98	646- 1- 12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL, PEDESTRIAN DETECTOR POST	EA			2	2	\$	\$
99	649-21-13	STEEL MAST ARM, F&I, DOUBLE ARM 60-50	EA	1			1	\$	\$
100	649- 21-14	STEEL MAST ARM, F&I, DOUBLE ARM 60-60	EA			2	2	\$	\$
101	649- 21-19	STEEL MAST ARM, F&I, DOUBLE ARM 70-60	EA		2		2	\$	\$
102	649-21-24	STEEL MAST ARM, F&I, DOUBLE ARM 78-50	EA	1			1	\$	\$
103	650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	6	4	6	16	\$	\$
104	650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	AS	2	4	2	8	\$	\$
105	653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	4	4	8	16	\$	\$
106	653- 1- 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS		1		1	\$	\$

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 FPN 421997-3-58-01 QTY	Segment 2 FPN 421997-7-58-01 QTY	Segment 3 FPN 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST
107	660-1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	3	4	3	10	\$	\$
108	660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	1	1	2	4	\$	\$
109	660-2-101	LOOP ASSEMBLY- F&I, TYPE A	AS	4	6	6	16	\$	\$
110	660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	8	8	8	24	\$	\$
111	665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	4	6	8	18	\$	\$
112	670-5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	1	1	1	3	\$	\$
113	670- 5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS		1	1	2	\$	\$
114	700-1-11	Single Post Sign, F&I, <12'	EA	4	5	14	23	\$	\$
115	700- 1- 12	SINGLE POST SIGN, F&I, 12SF-20SF	EA		1		1	\$	\$
116	700- 1- 50	SINGLE POST SIGN, F&I, RELOCATE	EA		1		1	\$	\$
117	0705- 11- 13	DELINEATOR, HIGH VISABILITY MEDIUM	EA			2	2	\$	\$
118	700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	3	3	3	9	\$	\$
119	705- 11- 3	DELINEATOR, HIGH VISABILITY MEDIUM	EA	4	5		9	\$	\$
120	706-3	Retro-Reflective Pavement Markers (W/R)	EA	169	208	306	683	\$	\$
121	710-11-101	6" White, Solid	GMI	2.623	1.485	1.405	5.513	\$	\$
122	710- 11-125	24" White, Solid for Stop Lines and Chevrons	LF	37		95	132	\$	\$
123	710-11-170	Directional Arrows	EA	3		9	12	\$	\$
124	710-11-201	6" Yellow, Solid	GMI	2.589	1.485	1.56	5.634	\$	\$
125	710- 11-224	Painted Pavement Markings, Std. Yellow, Solid For Diagonals and Chevrons, 18"	LF			306	306	\$	\$

ITEM No.	PAY ITEM NO.	DESCRIPTION	UNIT	Segment 1 FPN 421997-3-58-01 QTY	Segment 2 FPN 421997-7-58-01 QTY	Segment 3 FPN 421997-8-58-01 QTY	PROJECT TOTAL QTY	BID UNIT PRICE	COST	
126-A	710-90	Painted Pavement Markings, Final Surface	LS	1			1	\$	\$	
126-B	710-90	Painted Pavement Markings, Final Surface	LS		1		1	\$	\$	
126-C	710-90	Painted Pavement Markings, Final Surface	LS			1	1	\$	\$	
127	0711-11-123	Thermoplastic, White, Solid for Crossalk and Roundabout, 12"	LF	278	666	639	1583	\$	\$	
128	0711-11-124	Thermoplastic, White, Solid for Diagonals and Cheverons, 18"	LF	43	110	727	880	\$	\$	
129	0711-11-125	Thermoplastic, White, Solid for Stop Line, 24"	LF	154	232	176	562	\$	\$	
130	0711-11-141	Thermoplastic, Standard, White, 2-4 Dotted Guide Line/6-10 Dotted Extension, 6" (2/4)	GM	0.080		0.191	0.271	\$	\$	
131	0711-11-160	Thermoplastic, Message or Symbol (MERGE), (ONLY)	EA		4	2	6	\$	\$	
132	0711-11-170	Thermoplastic, Arrows	EA	6	17	20	43	\$	\$	
133	0711-11-224	Thermoplastic, Yellow, Solid for Diagonals and Cheverons, 18"	LF		18	80	98	\$	\$	
134	0711-11-241	Thermoplastic, Standard, Yellow, 2-4 Dotted Guide Line/6-10 dotted Extension, 6" (2/4)	GM	0.060	0.018		0.078	\$	\$	
135	0711-14-125	Thermoplastic, Preformed, White, Solid, 24" for Crosswalk	LF	161	282	329	772	\$	\$	
136	0711-14-160	Thermoplastic, Preformed, Message (Bike Symbol)	EA	5	8	9	22	\$	\$	
137	0711-14-170	Thermoplastic, Preformed, arrows (BIKE Thru Arrow)	EA	5	8	9	22	\$	\$	
138	0711-16-101	Thermoplastic, Std - Other Surfaces, White, Solid, 6"	GM	0.822	1.195	1.081	3.098	\$	\$	
139	0711-16-102	Thermoplastic, Std - Other Surfaces, White, Solid, 8"	GM	0.082	0.228	0.280	0.590	\$	\$	
140	0711-16-131	Thermoplastic, Std - Other Surfaces, White, Skip/Dotted, 6" (10/30)	GM	0.791	0.625	0.342	1.758	\$	\$	
141	0711-16-201	Thermoplastic, Std - Other Surfaces, Yellow, Solid, 6"	GM	0.671	1.004	1.037	2.712	\$	\$	
Total Segments 1, 2, 3										
							FPN 421997-3-58-01, FPN 421997-7-58-01, FPN 421997-8-58-01	\$		

JPA: City of Crestview Utility Adjustments						
BID SUMMARY - WATER & SEWER RELOCATION						
Item No.	FDOT PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	0101-1	MOBILIZATION	LS	1		
2	0470-1	TREATED TIMBER, STRUCTURAL (INCLUDES DRIVING AND ALL HARDWARE)	MB	1.69		
3	0425-5-1	MANHOLE, ADJUST, UTILITIES	EA	9		
4	0530-1	RIPRAP, SAND-CEMENT	CY	3		
5	0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	22.4		
6	0550-10-222	FENCING, TYPE B, 5.1'-6.0', WITH VINYL COATING	LF	80		
7	0550-60-222	FENCE GATE, TYPE B, DOUBLE, 6.1'-12' OPENING	EA	1		
8	1050-16-002	UTILITY PIPE, REMOVE & DISPOSE, 2-4.9"	LF	52		
9	1050-16-004	UTILITY PIPE, REMOVE & DISPOSE, 8-19.9" (INCLUDES REMOVAL OF TIMBER SUPPORTS)	LF	1155		
10	1050-31-202	UTILITY PIPE, F&I, PVC, SEW, 2" (INCLUDES FITTINGS)	LF	744		
11	1050-31-206	UTILITY PIPE, F&I, PVC, SEW, 6" (INCLUDES FITTINGS)	LF	217		
12	1050-31-208	UTILITY PIPE, F&I, PVC, SEW, 8" (INCLUDES FITTINGS)	LF	424		
13	1050-31-201	UTILITY PIPE, F&I, PVC, WATER, 1.5" (INCLUDES FITTINGS)	LF	90		
14	1050-31-202	UTILITY PIPE, F&I, PVC, WATER, 2" (INCLUDES FITTINGS)	LF	40		
15	1050-31-206	UTILITY PIPE, F&I, PVC, WATER, 6" (INCLUDES FITTINGS)	LF	409		
16	1050-31-208	UTILITY PIPE, F&I, PVC, WATER, 8"	LF	671		
17	1050-31-210	UTILITY PIPE, F&I, PVC, WATER, 10"	LF	185		
18	1050-31-212	UTILITY PIPE, F&I, PVC, WATER, 12"	LF	3428		
19	1050-42-212	UTILITY PIPE, F&I, HDPE, WATER, 12"	LF	360		
20	1050-51-208	UTILITY PIPE, F&I, DI, SEW, 8" (INCLUDES EXPANSION JOINTS, CLAMPS, AND U-BOLTS)	LF	721		
21	1050-61104	Utility Pipe-Steel, F&I, Casing 4"	LF	42		

WATER & SEWER RELOCATION (Continued)						
22	1050-61112	Utility Pipe-Steel, F&I, Casing 12"	LF	17		
23	1050-61116	Utility Pipe-Steel, F&I, Casing 16"	LF	90		
24	1050-61120	Utility Pipe-Steel, F&I, Casing 20"	LF	325		
25	1060-11-212	UTILITY STRUCTURE, BELOW GROUND, F&I, MANHOLE 0-80FT3, 6.1'-12'	EA	6		
26	1060-15	UTILITY STRUCTURE, BELOW GROUND, ADJUST/MODIFY	EA	3		
27	1060-16	UTILITY STRUCTURE, BELOW GROUND, REMOVE & DISPOSE. CONTRACTOR TAKE OWNERSHIP	EA	2		
28	1060-21-10	UTILITY STRUCTURE-ABOVE GROUND, 0-1 CY PAD, WITHOUT COVER	EA	1		
29	1080-21-500	UTILITY FIXTURE, ADJUST SEWER VALVE	EA	5		
30	1080-21-500	UTILITY FIXTURE, ADJUST WATER METER	EA	13		
31	1080-21-500	UTILITY FIXTURE, ADJUST WATER VALVE	EA	10		
32	1080-24-106	UTILITY FIXTURE, 6" GATE VALVE, ASSEMBLY, F&I	EA	3		
33	1080-24-108	UTILITY FIXTURE, 8" GATE VALVE, ASSEMBLY, F&I	EA	7		
34	1080-24-110	UTILITY FIXTURE, 10" GATE VALVE, ASSEMBLY, F&I	EA	1		
35	1080-24-112	UTILITY FIXTURE, 12" GATE VALVE, ASSEMBLY, F&I	EA	13		
36	1644-800	RELOCATE FIRE HYDRANT	EA	5		
SUBTOTAL WATER & SEWER RELOCATION						\$

SUMMARY OF COST	
	COST
SEGMENT I, II, III FPN 421997-3-58-01, FPN 421997-7-58-01, FPN 421997-8-58-01	\$
JPA: SUBTOTAL WATER & SEWER RELOCATION	\$
TOTAL AMOUNT OF BID:	\$

ARTICLE 6 – TIME OF COMPLETION

- 6.01 BIDDER agrees that the Work will be substantially complete within 820 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 910 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. FDOT DBE Bid Package Information, Form 275-030-11
 - D. Conflict of Interest Disclosure
 - E. FDOT Drug-Free Workplace Program Certification, Form 375-040-18
 - F. Indemnification and Hold Harmless
 - G. Insurance Compliance Certification
 - H. Cone of Silence
 - I. Federal E-Verify Compliance Certification
 - J. Certification Regarding Child Labor
 - K. FDOT Non-Collusion Declaration, Form 575-060-13
 - L. Company Data
 - M. List of References
 - N. FDOT Certification for Disclosure of Lobbying, Form 375-030-33
 - O. FDOT Disclosure of Lobbying Activities, Form 375-030-34
 - P. FDOT Suspension and Debarment, Form 375-030-32
 - Q. FDOT Certification of Current Capacity, Form 525-010-46
 - R. Vendors on Scrutinized Companies Lists

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.
- 9.05 State (Florida or Other) Produced Materials
- A. Pursuant to 23 CFR 635.409, no preferential consideration or similar restriction is imposed on materials incorporated into the Work contemplated by this contract.
- 9.06 State / Local Owned / Furnished / Designated Materials
- A. All materials must be provided by the contractor.

OKALOOSA COUNTY, FLORIDA



PJ ADAMS PARKWAY MULTI-LANING FROM SR 85N TO WILD HORSE DRIVE

FINANCIAL PROJECT ID 421997-3-58-01
FINANCIAL PROJECT ID 421997-7-58-01
FINANCIAL PROJECT ID 421997-8-58-01
(FEDERAL FUNDS)

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS
NOISE WALL PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
1a	SUMMARY OF REVISIONS
2	SIGNATURE SHEET
3-5	SUMMARY OF PAY ITEMS
6-9	DRAINAGE MAP
10-12	TYPICAL SECTION
13-16	SUMMARY OF DRAINAGE STRUCTURES
17	OPTIONAL MATERIALS TABULATION
18	PROJECT LAYOUT
19	PROJECT NOTES
20-30	PLAN SHEET
31-40	PROFILE SHEET
41-46	PROFILE TRANSITION DETAILS
47-48	SPECIAL DETAILS
49-51	SIDE STREET PROFILES
52-53	DRIVEWAY PROFILES
54-63	BACK OF SIDEWALK PROFILES
64-67	CURB RETURN PROFILES
68-83	DRAINAGE STRUCTURES
84-99	BOX CULVERT DETAILS
100-104	REPORT OF CORE BORINGS
105-108	POND DETAILS
109-111	POND SOIL SURVEY
112-117	POND CROSS SECTIONS
118	ROADWAY SOIL SURVEY
119-219	CROSS SECTIONS
220-221	STORMWATER POLLUTION PREVENTION PLAN
222-224	WETLAND DELINEATIONS
225-355	TEMPORARY TRAFFIC CONTROL PLANS
356-365	UTILITY ADJUSTMENTS
SO-1 - SO-17	SUMMARY OF QUANTITIES

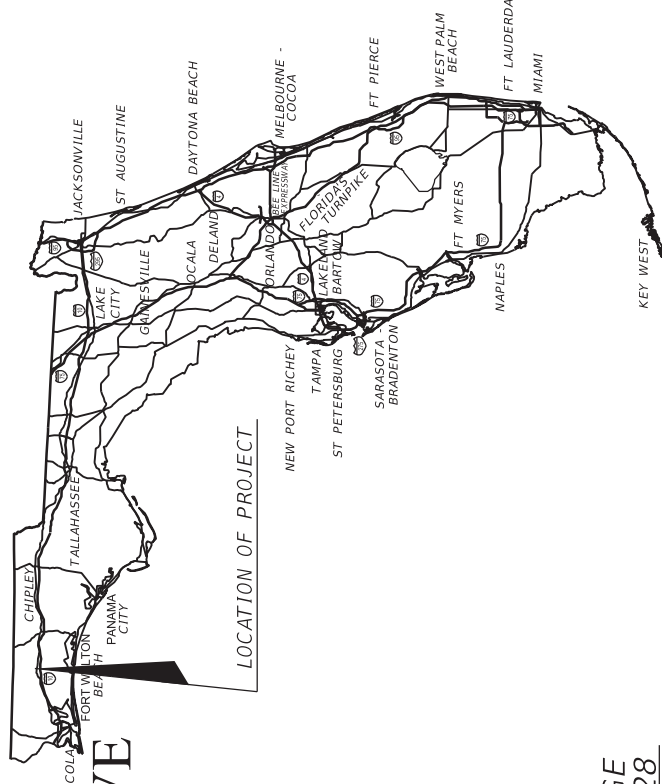
CTL-1 - CTL-4* PROJECT NETWORK CONTROL SHEETS

* This sheet is included in the Index of Roadway Plans only to indicate that it is part of the Roadway Plans. This sheet is contained in a separate signed and sealed document.

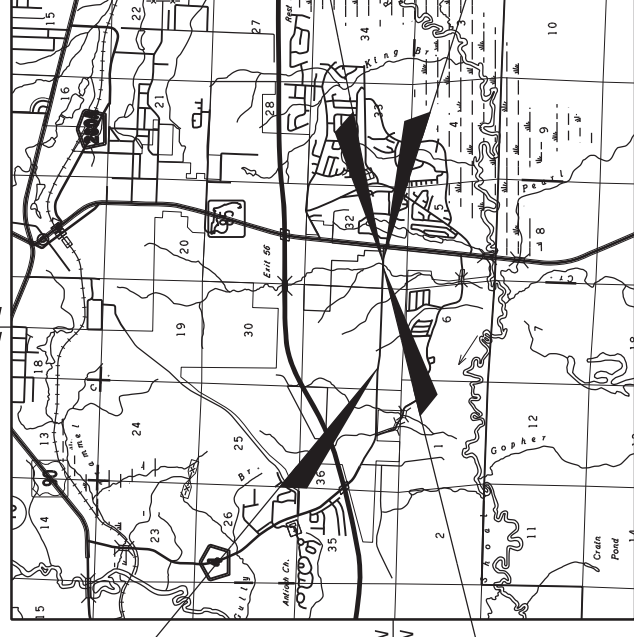
GOVERNING STANDARDS AND SPECIFICATIONS: Florida Department of Transportation, Standard Plans, CY 2018-19 Edition and revised Index Drawings as appended herein, and January 2019 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Standard Plans" link at the following web site:
<http://www.fdot.gov/design/standardplans/>

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>



LOCATION OF PROJECT



END PROJECT
STA. 2063+14.11

BEGIN BRIDGE
574128
STA. 2004+41.07

END BRIDGE
574128
STA. 2004+90.58

BEGIN PROJECT
STA. 2001+47.42

COMMISSIONERS

GRAHAM FOUNTAIN DISTRICT ONE
CAROLYN KETCHEL DISTRICT TWO
NATHAN BOYLES DISTRICT THREE
TREY GOODWIN DISTRICT FOUR
KELLY WINDES DISTRICT FIVE

COUNTY ADMINISTRATOR
JOHN HOFSTAD

PUBLIC WORKS DIRECTOR:
JASON AUTREY, P.E.

ENGINEER OF RECORD:

MICHAEL B. COLLINS, P.E.
68603

OKALOOSA COUNTY PROJECT MANAGER: SCOTT BITTERMAN, P.E.



PREPARED BY:

HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, Florida 32502
(850) 432-6800
www.hdrinc.com

KEY DATE	SHEET REVISIONS DESCRIPTION
6/4/19	1 - ADDED SUMMARY OF REVISIONS SHEET; UPDATED SPECIFICATIONS DATE

SHEET NO.	1
-----------	---

1

SUMMARY OF REVISIONS

△ ROADWAY PLANS; 1, 1A, 3-5, 16, 47-48, 334, 50-1 - 50-3, 50-6 - 50-8, 50-11 - 50-14, 50-17 (REVISED 6/4/19)
△ NOISE WALL PLANS; BW-3, BW-8 - BW-9, BW-12 - BW-13 (REVISED 6/4/19)

ITB PW 55-19 ADDENDUM #2

REVISIONS	
DATE	DESCRIPTION
6/4/19	△ SHEET ADDED, REVISION 1

Michael B. Collins, P.E.
P.E. LICENSE NUMBER 68603
HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213



OKALOOSA COUNTY
FPID: 421997-3-58-01
FPID: 421997-7-58-01
FPID: 421997-8-58-01

SUMMARY OF REVISIONS

SHEET NO.

1A

SUMMARY OF PAY ITEMS SEGMENT 1

PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL
SUMMARY OF ROADWAY			
101- 1-	MOBILIZATION	LS	1
102- 1-	MAINTENANCE OF TRAFFIC	LS	1
102- 2- 1	SPECIAL DETOUR 1	LS	1
102- 2- 7	SPECIAL DETOUR 7	LS	1
102- 2- 8	SPECIAL DETOUR 8	LS	1
102- 3-	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	5.4
102- 60-	WORK ZONE SIGN	ED	16870
102- 61-	BUSINESS SIGN	ED	310
102- 71- 13	BARRIER WALL, TEMP., LOW PROFILE, CONCRETE	LF	300
102- 74- 1	CHANNELIZING DEVICE- TYPE I, II, DI, VP, DRUM, OR LCD	ED	82620
102- 74- 2	CHANNELIZING DEVICE, TYPE III, 6"	ED	9990
102- 76-	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	1950
102- 78-	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA	2202
102- 99-	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	4440
104- 10- 3	SEDIMENT BARRIER	LF	10300
104- 11-	FLOATING TURBIDITY BARRIER	EA	339
104- 15-	SOIL TRACKING PREVENTION DEVICE	EA	1
104- 18-	INLET PROTECTION SYSTEM	EA	16
110- 1- 1	CLEARING & GRUBBING	LS/AC	1/11.11
110- 1- 1	CLEARING & GRUBBING (STOCKPILE LOCATION ONLY)	LS/AC	1/1.94
110- 7- 1	MAT/BOX (F&I)	EA	1
120- 1-	REGULAR EXCAVATION	CY	71484.1
120- 6-	EMBANKMENT	CY	9666.5
160- 4-	TYPE B STABILIZATION	SY	17851
285-710-	OPTIONAL BASE, BASE GROUP 10	SY	16406
327- 70- 6	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	SY	921
334- 1- 53	SUPERPAVE ASPH CONC, TRAFFIC C, PG76-22	TN	2169.9
337- 1- 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	1378.9
339- 1-	MISCELLANEOUS ASPHALT PAVEMENT	TN	9.2
400- 1- 2	CONCRETE CLASS I, ENDWALLS	CY	29.38
400- 4- 1	CONCRETE CLASS IV, CULVERTS	CY	212.5
415- 1- 1	REINFORCING STEEL, ROADWAY	LB	43141
425- 1-351	INLETS, CURB, TYPE P-5, <10'	EA	10
425- 1-361	INLETS, CURB, TYPE P-6, <10'	EA	4
425- 1-549	INLETS, DT BOT, TYPE D, MODIFY	EA	1
425- 2- 41	MANHOLES, P-7, <10'	EA	1
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	27
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	290
430-175-124	PIPE CULVERT, OPT MATERIAL, ROUND, 24" S/CD	LF	2094
430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD	LF	70
430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD	LF	61
430-185-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, JACK & BORE, 18", SIDE DRAIN	LF	62
430-185-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, JACK & BORE, 30", SIDE DRAIN	LF	70
430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	3
430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	EA	1
430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	2
520- 1- 7	CONCRETE CURB & GUTTER, TYPE E	LF	1263
520- 1- 10	CONCRETE CURB & GUTTER, TYPE F	LF	4340
520- 5- 11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	777
522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1377
522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	85
527- 2-	DETECTABLE WARNINGS	SF	37
530- 3- 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	4.3
536- 1- 1	GUARDRAIL -ROADWAY	LF	388
536- 73-	GUARDRAIL REMOVAL	LF	354
536- 85- 24	GUARDRAIL END ANCHORAGE ASSEMBLY- PARALLEL	EA	1
536- 85- 25	GUARDRAIL END ANCHORAGE ASSEMBLY- TYPE II	EA	1
570- 1- 1	PERFORMANCE TURF	SY	7871
570- 1- 2	PERFORMANCE TURF, SOD	SY	3516
710-11-101	6" White, Solid	GM	2.623
710-11-125	24" White, Solid for Stop Lines and Cheverons	LF	37
710-11-170	Directional Arrows	EA	3
710-11-201	6" Yellow, Solid	GM	2.589
0999- 25	INITIAL CONTINGENCY AMOUNT, DO NOT BID	LS	1

PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL
SUMMARY OF SIGNALIZATION			
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	3052
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	506
632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1
633-1-121	FIBER OPTIC CABLE (F&I) (UNDERGROUND) (2-12 FIBERS)	LF	382
633-2-32	FIBER OPTIC CONNECTION (INSTALL) (TERMINATION)	EA	12
633-3-11	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPlice ENCLOSURE)	EA	1
633-3-12	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPlice TRAY)	EA	2
633-3-14	FIBER OPTIC CONNECTION HARDWARE (F&I) (BUFFER TUBE FAN OUT KIT)	EA	1
633-3-16	FIBER OPTIC CONNECTION HARDWARE (F&I) (PATCH PANEL, FIELD TERMINATED)	EA	1
633-3-17	FIBER OPTIC CONNECTION HARDWARE (F&I) (CONNECTOR PANEL)	EA	1
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	11
635-2-12	PULL & SPLICE BOX, F&I, 24" x 36"	EA	4
635-2-13	PULL & SPLICE BOX, F&I, 30" x 60" RECT. OR 36" ROUND	EA	2
635-2-30	PULL & SPLICE BOX, INSTALL	EA	2
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	100
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-11 SERVICE POLE	EA	1
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	4
649-21-13	STEEL MAST ARM, F&I, DOUBLE ARM, 60-50	EA	1
649-21-24	STEEL MAST ARM, F&I, DOUBLE ARM, 78-50	EA	1
650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	6
650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	AS	2
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	4
660-1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	3
660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	1
660-2-101	LOOP ASSEMBLY- F&I, TYPE A	AS	7
660-2-102	LOOP ASSEMBLY- F&I, TYPE B	AS	8
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	4
670-5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	1
700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	3



OKALOOSA COUNTY
FPID: 421997-3-58-01

Michael B. Collins, P.E.
P.E. LICENSE NUMBER 68603
HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

DATE	DESCRIPTION	DATE	DESCRIPTION
6/4/19	1 QUANTITY MODIFICATIONS		

SUMMARY OF PAY ITEMS SEGMENT 3

ITB PW 55-19 ADDENDUM #2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL	PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL
SUMMARY OF ROADWAY							
101-1	MOBILIZATION	LS	1	SUMMARY OF SIGNING & PAVEMENT MARKINGS			
102-1	MAINTENANCE OF TRAFFIC	LS	1	700-11-11	SINGLE POST SIGN, F&I, <12SF	EA	14
102-2-4	SPECIAL DETOUR 4	LS	1	705-11-3	DELINEATOR, HIGH VISIBILITY MEDIAN	EA	2
102-2-5	SPECIAL DETOUR 5	LS	1	706-3	Retro-Reflective Pavement Markers (W/R)	EA	306
102-2-6	SPECIAL DETOUR 6	LS	1	710-90	Painted Pavement Markings, Final Surface	LS	1
102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	11.9	711-11-123	Thermoplastic, White, Solid for Crosswalk and Roundabout, 12"	LF	639
102-60	WORK ZONE SIGN	ED	29680	711-11-124	Thermoplastic, White, Solid for Diagonals and Chevrons, 18"	LF	727
102-61	BUSINESS SIGN	ED	310	711-11-125	Thermoplastic, White, Solid for Stop Line, 24"	LF	176
102-71-13	BARRIER WALL, TEMP LOW PROFILE CONCRETE	LF	288	711-11-141	Thermoplastic, White, 6" 2-4 Dotted Guideline	GM	0.191
102-74-1	CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM, OR LCD	ED	60960	711-11-160	Thermoplastic, Message or Symbol (MERGE), (ONLY)	EA	2
102-74-2	CHANNELIZING DEVICE- TYPE III, 6'	ED	7030	711-11-170	Thermoplastic, Arrows	EA	20
102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	1330	711-11-224	Thermoplastic, Yellow, Solid for Diagonals and Chevrons, 18"	LF	80
102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA	983	711-14-125	Thermoplastic, White, Solid, 24" For Crosswalk	LF	329
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	2270	711-14-160	Thermoplastic, Preformed, Message (Bike Symbol)	EA	9
102-104	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	ED	780	711-16-101	Thermoplastic, Std - Other Surfaces, White, Solid, 6"	GM	1.081
102-107-1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	ED	820	711-16-102	Thermoplastic, Std - Other Surfaces, White, Solid, 8"	GM	0.280
104-10-3	SEMENT BARRIER	LF	7673	711-16-131	Thermoplastic, Std - Other Surfaces, White, Skip/Dotted, 6" (10/30)	GM	0.342
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1	711-16-201	Thermoplastic, Std - Other Surfaces, Yellow, Solid, 6"	GM	1.037
104-18	INLET PROTECTION SYSTEM	EA	12	SUMMARY OF SIGNALIZATION			
110-1-1	CLEARING & GRUBBING	LS/AC	1/11.29	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	2102
110-1-1	CLEARING & GRUBBING (STOCKPILE LOCATION ONLY)	LS/AC	1/1.94	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	659
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	1499	632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1
110-7-1	MAILBOX, F&I	EA	2	632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	1
120-1	REGULAR EXCAVATION	CY	21824.6	633-1-121	FIBER OPTIC CABLE (F&I) (UNDERGROUND) (2-12 FIBERS)	LF	367
120-6	EMBANKMENT	CY	16061.3	633-2-32	FIBER OPTIC CONNECTION (INSTALL) (TERMINATION)	EA	12
160-4	TYPE B STABILIZATION	SY	20143	633-3-11	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPlice ENCLOSURE)	EA	1
285-710	OPTIONAL BASE, BASE GROUP 10	SY	17306	633-3-12	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPlice TRAY)	EA	2
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	804	633-3-14	FIBER OPTIC CONNECTION HARDWARE (F&I) (BUFFER TUBE FAN OUT KIT)	EA	1
334-1-53	SUPERPAVE ASPH CONC, TRAFFIC C, PG76-22	TN	2404.2	633-3-16	FIBER OPTIC CONNECTION HARDWARE (F&I) (PATCH PANEL, FIELD TERMINATED)	EA	1
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	1494.1	633-3-17	FIBER OPTIC CONNECTION HARDWARE (F&I) (CONNECTOR PANEL)	EA	1
400-0-11	CONCRETE CLASS NS, GRAVITY WALL	CY	34.8	635-2-11	PULL & SPlice BOX, F&I, 13" x 24" COVER SIZE	EA	15
400-4-1	CONCRETE CLASS IV, CULVERTS	CY	90.4	635-2-12	PULL & SPlice BOX, F&I, 24" x 36"	EA	4
415-1-1	REINFORCING STEEL, ROADWAY	LB	12848	635-2-13	PULL & SPlice BOX, F&I, 30" x 60" RECT. OR 36" ROUND	EA	1
425-1-351	INLETS, CURB, TYPE P-5, <10'	EA	5	639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1
425-1-361	INLETS, CURB, TYPE P-6, <10'	EA	3	639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	100
425-1-529	INLETS, DT BOT, TYPE C, MODIFY	EA	1	641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	1
425-1-581	INLETS, DT BOT, TYPE H, <10'	EA	1	641-2-70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL - POLE 30" AND GREATER	EA	2
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	34	646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	6
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	579	646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	2
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	156	649-21-14	STEEL MAST ARM, F&I, DOUBLE ARM, 60-60	EA	2
430-185-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, JACK & BORE, 24" S/CD	LF	78	650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	6
430-982-129	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	1	650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	AS	2
430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	2	653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	8
520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	4436	660-1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	3
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	2899	660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	2
520-5-11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	304	660-2-101	LOOP ASSEMBLY- F&I, TYPE A	AS	6
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	2493	660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	8
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	105	665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	8
524-1-2	CONCRETE DITCH PAVEMENT - NON REINFORCED, 4"	SY	304	670-5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	1
527-2	DETECTABLE WARNINGS	SF	83	670-5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1
530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	92.6	700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	3
536-73	GUARDRAIL REMOVAL	LF	1205	SUMMARY OF NOISE WALLS			
570-1-1	PERFORMANCE TURF	SY	7871	534-72-101	SOUND / NOISE BARRIER	SF	9490
570-1-2	PERFORMANCE TURF, SOD	SY	35448				
710-11-101	6" White, Solid	GM	1.405				
710-11-125	24" White, Solid for Stop Lines and Chevrons	LF	95				
710-11-170	Directional Arrows	EA	9				
710-11-201	6" Yellow, Solid	GM	1.560				
710-11-224	Painted Pavement Markings, Std, Yellow, Solid For Diagonals and Chevrons, 18"	LF	306				
999-25	INITIAL CONTINGENCY AMOUNT (DO NOT BID)	LS	1				

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
6/4/19	QUANTITY MODIFICATIONS			

Michael B. Collins, P.E.
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CERTIFICATE OF AUTHORIZATION 4213

OKALOOSA COUNTY
FPID: 421997-8-58-01


SUMMARY OF PAY ITEMS

SHEET NO. 5

QUANTITY	STRUCTURE NUMBER	STATION	SIDE	DESCRIPTION	PIPE SIZE	PIPE LENGTH	BARRELS	STORM SEWER PIPE OPTIONAL ROUND	STORM SEWER PIPE OPTIONAL ROUND	STORM SEWER PIPE OPTIONAL ROUND (JACK & BORE)	DITCH BOTTOM INLETS		TYPE P-5 CURB INLET	TYPE P-6 CURB INLET	MITERED END SECTION CROSS DRAIN		REMARKS	
											TYPE C MOD.	TYPE H			OPTIONAL ROUND	OPTIONAL ROUND		
P	S-301	2046+80.00	RT	Inlet, Pipe	24"	78	1	18"	24"	78	<10	<10	<10	1	18"	24"		
F																		
P	S-302	2046+80.00	LT	Inlet, Pipe, MES	24"	60	1	60	60				1			1	1:4 (S302_Out)	
F																		
P	S-P31	12+06.86	LT	Inlet, Pipe, MES	18"	73	1	73			1			1			1:2 MES (S-P31Out)	
F																		
P	S-303	2047+67.13	RT	Inlet, Pipe	24"	96	1	96	96				1					
F																		
P	S-304	2047+67.13	LT	Inlet, Pipe	18"	79	1	79					1					
F																		
P	S-305	2050+50.00	RT	Inlet, Pipe	18"	279	1	279										
F																		
P	S-306	2050+50.00	LT	Inlet, Pipe	18"	77	1	77					1					
F																		
P	CD-4_1U	2063+50.19	RT	Inlet														
F																		
P	S-402	2063+49.93	LT	Inlet, Pipe														
F																		
P	S-404	2064+24.17	LT/RT	Inlet, Pipe	18"	71	1	71					1					
F																		
GRAND TOTALS																		
								PLAN QUANTITY	156									
								FINAL QUANTITY	78									

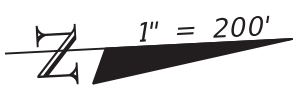
ITB PW 55-19 ADDENDUM #2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DATE	DESCRIPTION	DATE	DESCRIPTION
6/4/19	1 UPDATED SUMMARY BOXES		
		OKALOOSA COUNTY FPID: 421997-8-58-01	
XIAOYU FU, P.E. P.E. LICENSE NUMBER 49940 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945 CERTIFICATE OF AUTHORIZATION 4213		SUMMARY OF DRAINAGE STRUCTURES	
		6/6/2019	10:34:51 PM
		PW:\009308\0000000024502\6.0.CAD.BIT\6.2.WorK_in_Progress\roadway\Revision\SUMDR003.r	
		SHEET NO.	16

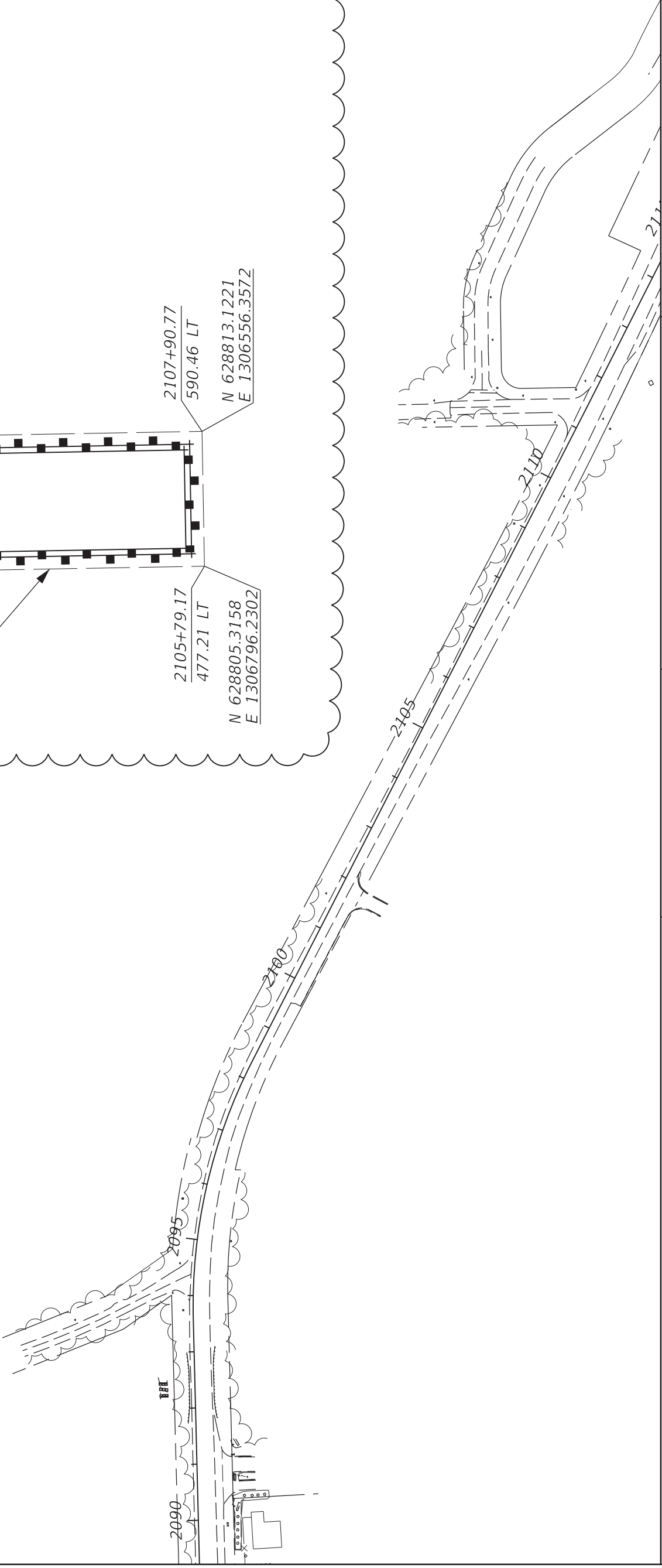
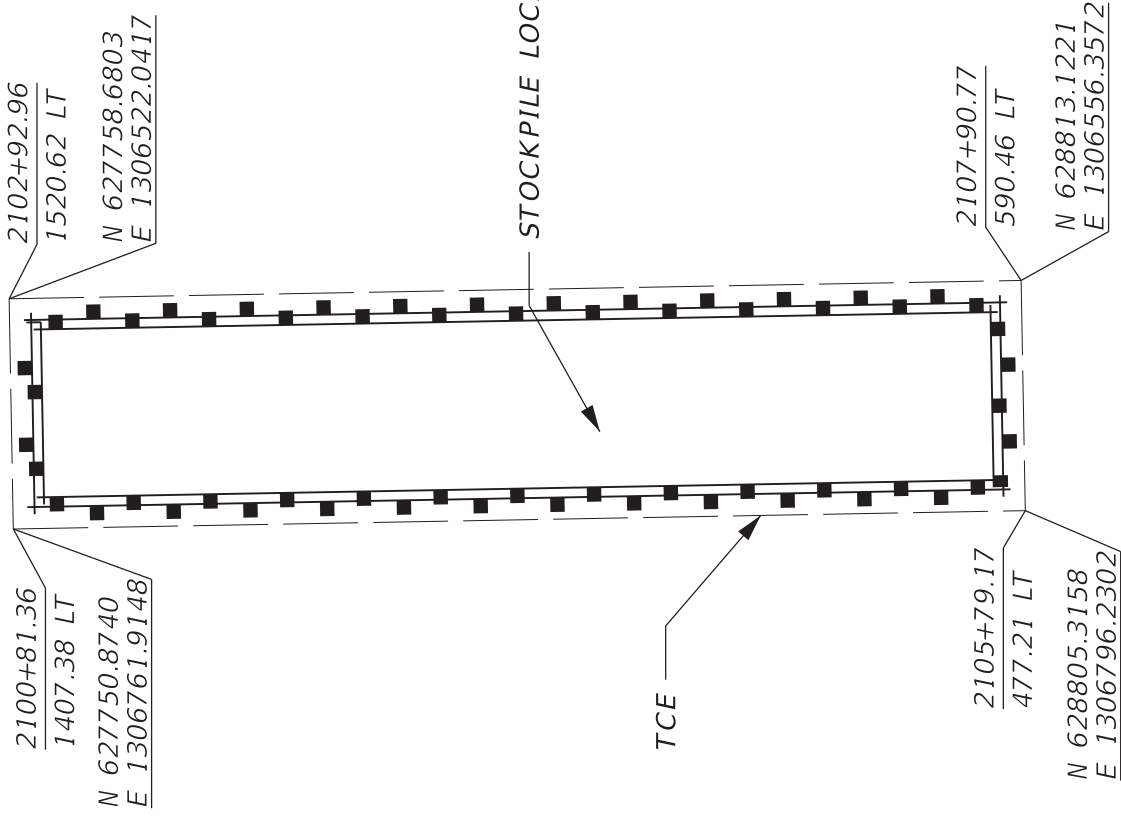
ITB PW 55-19 ADDENDUM #2

ALL EXCESS MATERIAL MUST BE HAULED TO AND STOCKPILED IN THE AREA NOTED ON THIS PLAN SHEET. THE SLOPES OF THE STOCKPILED MATERIAL SHALL NOT BE GREATER THAN 1:3 AND FILL WILL NOT BE COMPACTED TO ANY STANDARD. THE STOCKPILED MATERIAL SHALL BE STABILIZED WITH SEED AND MULCH AND SHALL BE DOUBLE WRAPPED BY A BOUNDARY OF SILT FENCE.



STOCKPILE LOCATION

TCE



DATE	DESCRIPTION	DATE	DESCRIPTION
6/4/19	STOCKPILE AREA ADJUSTED		



OKALOOSA COUNTY
 FPID: 421997-3-58-01
 FPID: 421997-7-58-01
 FPID: 421997-8-58-01

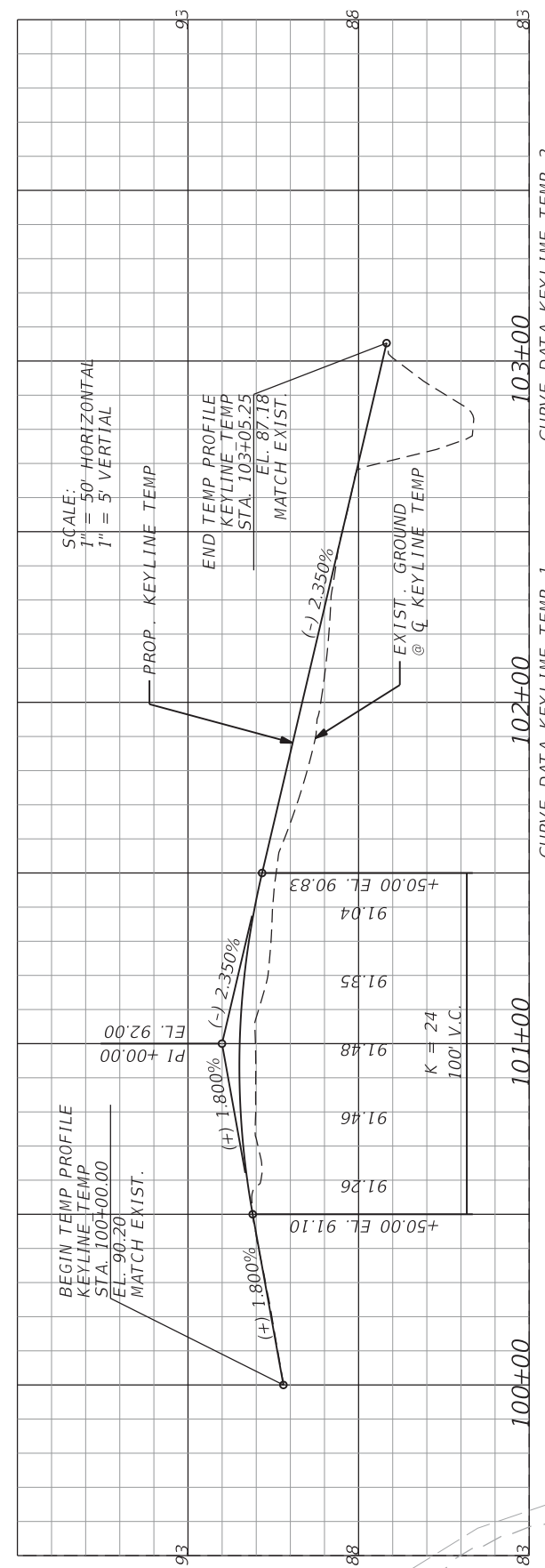
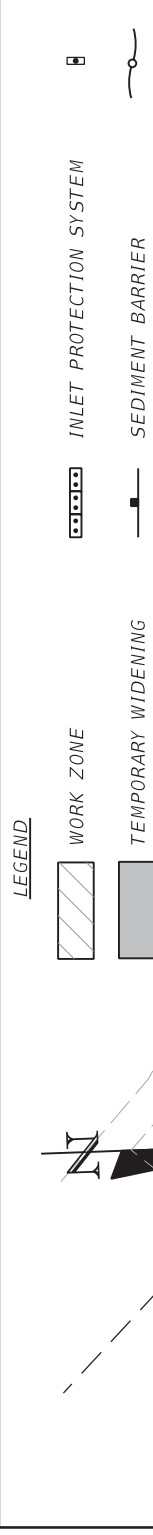
SPECIAL DETAILS

SHEET NO. 48

Michael B. Collins, P.E.
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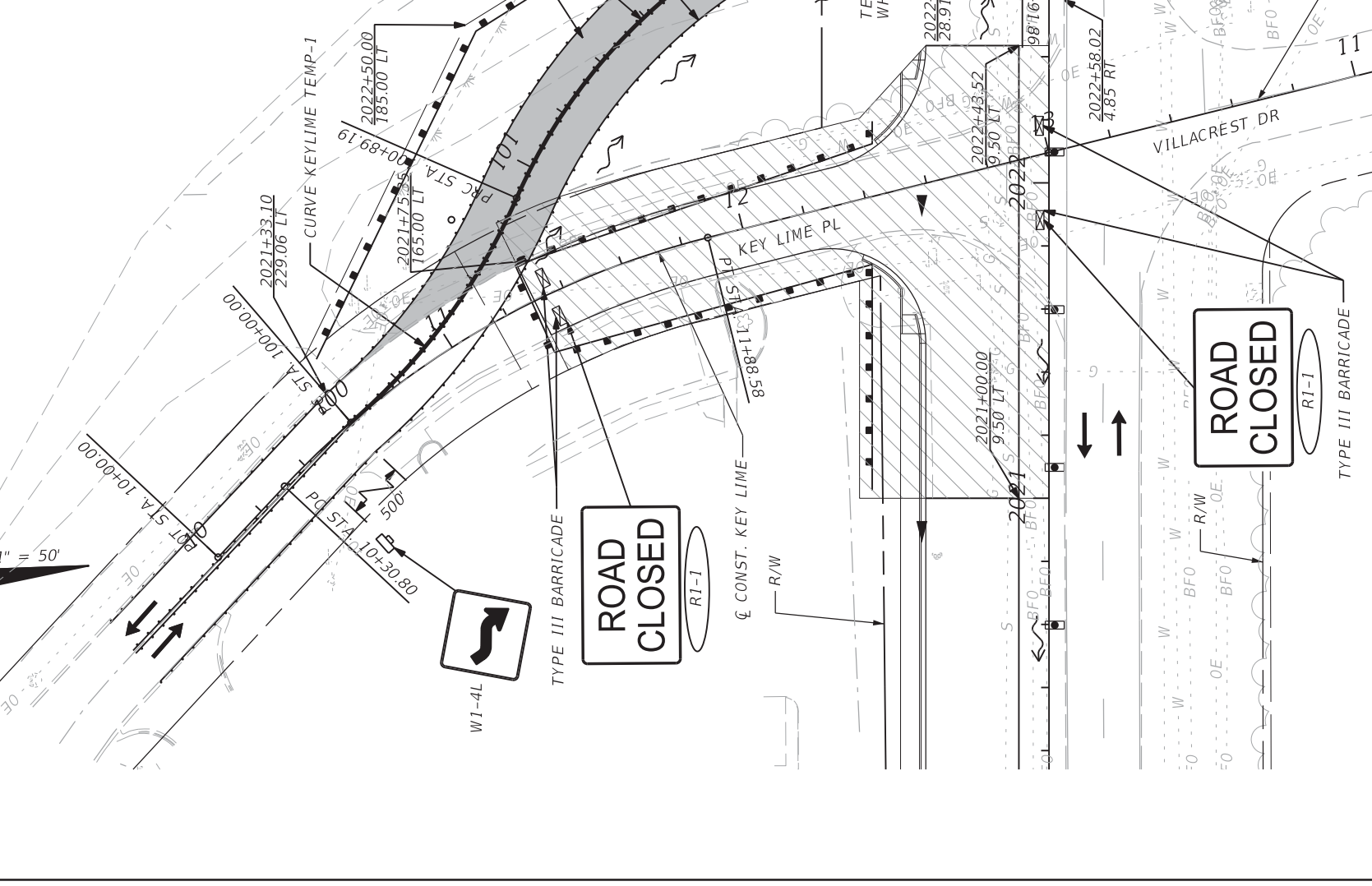
WARNING: GAS MAIN IN AREAS OF CONSTRUCTION

ITB PW 55-19 ADDENDUM #2



CURVE DATA KEYLINE TEMP-1
 PI STA. = 100+45.35
 (N 628, 206.81, E 1,315,318.09)
 Δ = 25° 33' 07" (LT)
 D = 28° 38' 52"
 T = 45.35
 L = 89.19
 R = 200.00
 PC STA. = 100+00.00
 (N 628, 171.42, E 1,315,346.46)
 PT STA. = 100+89.19
 (N 628, 226.49, E 1,315,277.24)

CURVE DATA KEYLINE TEMP-2
 PI STA. = 102+03.67
 (N 628, 276.17, E 1,315,174.17)
 Δ = 66° 21' 10" (RT)
 D = 32° 44' 26"
 T = 114.41
 L = 202.66
 R = 175.00
 PC STA. = 100+89.19
 (N 628, 226.49, E 1,315,277.24)
 PT STA. = 102+91.86
 (N 628, 390.50, E 1,315,178.33)

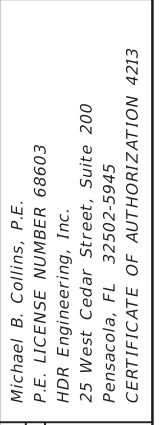


NOTE: TEMPORARY CONSTRUCTION EASEMENT & DETOUR RESTRICTION OF 30 CALENDAR DAYS AT KEY LIME PL.

Michael B. Collins, P.E.
 P.E. LICENSE NUMBER 68603
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 Pensacola, FL 32502-5945
 CERTIFICATE OF AUTHORIZATION 4213

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
6/4/19	TCE/DETOUR NOTE ADDED			

OKALOOSA COUNTY
 FPID: 421997-5-58-01
 FPID: 421997-7-58-01
 FPID: 421997-8-58-01



TEMP. TRAFFIC CONTROL
PHASE I, STAGE 2

SHEET NO. 334

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF LUMP SUM ITEMS

ITB PW 55-19 ADDENDUM #2

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0101	1 MOBILIZATION		1		

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE I			PHASE II			TOTAL			DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION DAYS	QUANTITY	TOTAL	DURATION DAYS	QUANTITY	TOTAL	P	F	TOTAL		
0102-1	MAINTENANCE OF TRAFFIC*	LS											
*	PROJECT INFORMATION SIGN	EA											INCLUDED UNDER 0102-1
0102-2-1	SPECIAL DETOUR 1	LS	1	1									
0102-2-7	SPECIAL DETOUR 7	LS	1	1									
0102-2-8	SPECIAL DETOUR 8	LS	1	1									
0102-60	WORK ZONE SIGN	ED	310	1	5270	470	1	24	11280	16550	1		
0102-61	BUSINESS SIGN	ED	310	1	310	470			310	310			
0102-71-13	BARRIER WALL, TEMP., LOW PROFILE, CONCRETE	LF		300	300				300	300			
0102-74-1	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD	ED	310	1	66	470	1	128	60160	80620	1		
0102-74-2	CHANNELIZING DEVICE - TYPE III, 6'	ED	310	1	12	3720	470	13	6110	9830			
0102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	310	1	3	930	470	2	940	1870			
0102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA		1384	1384			818	818	2202			
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	310	1	8	2480	470	4	1880	4360	1		
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 6"	GM		0.951	0.951			1.672	1.672	2.623			
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 24"	LF		37	37			3	3	3			
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA		0.946	0.946			1.643	1.643	2.589			
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	GM											

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE III			TOTAL			GRAND TOTAL			DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION DAYS	QUANTITY	TOTAL	P	F	TOTAL	P	F			
											P		
0102-1	MAINTENANCE OF TRAFFIC*	LS											
*	PROJECT INFORMATION SIGN	EA											
0102-2-1	SPECIAL DETOUR 1	LS											
0102-2-7	SPECIAL DETOUR 7	LS											
0102-2-8	SPECIAL DETOUR 8	LS											
0102-60	WORK ZONE SIGN	ED	40	1	8	320	320	1	16870	16870	1		
0102-61	BUSINESS SIGN	ED	40	1					310	310			
0102-71-13	BARRIER WALL, TEMP., LOW PROFILE, CONCRETE	LF							300	300			
0102-74-1	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD	ED	40	1	50	2000	2000	1	82620	82620	1		
0102-74-2	CHANNELIZING DEVICE - TYPE III, 6'	ED	40	1	4	160	160		9990	9990			
0102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	40	1	2	80	80		1950	1950			
0102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA							2202	2202			
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	40	1	2	80	80	1	4440	4440	1		
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 6"	GM							2.623	2.623			
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 24"	LF							37	37			
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA							3	3			
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	GM							2.589	2.589			

REVISIONS

DATE	DESCRIPTION
6/4/19	1 QUANTITY MODIFICATIONS

Michael B. Collins, P.E.
P.E. LICENSE NUMBER 68603
HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213



OKALOOSA COUNTY
FPID: 421997-3-58-01

SUMMARY OF QUANTITIES

SHEET NO.


50-1

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION	SIDE	AREA ID	SEDIMENT BARRIER		FLOATING TURBIDITY BARRIER		SOIL TRACKING PREVENTION DEVICE		INLET PROTECTION SYSTEM	DESIGN NOTES	CONSTRUCTION REMARKS
			LF	P	LF	P	EA	P			
STA. TO STA.											
See Temporay Traffic Control Plans			P	F							
See Temporay Traffic Control Plans			5017.5	91.0			1.0		11	Phase I, Stage 1	
See Temporay Traffic Control Plans			786.3							Phase I, Stage 2	
See Temporay Traffic Control Plans			2625.0	157.0						Phase I, Stage 3	
See Temporay Traffic Control Plans			1871.3	91.0					5	Phase II, Stage 1	
Material Stockpile											
SUB-TOTAL:			10300.0	339.0			1.0		16		
TOTAL:			10300.0	339			1		16		



ITB PW 55-19 ADDENDUM #2

DATE 6/4/19	DESCRIPTION QUANTITY MODIFICATIONS	REVISIONS		Michael B. Collins, P.E. P.E. LICENSE NUMBER 68603 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945 CERTIFICATE OF AUTHORIZATION 4213	 OKALOOSA COUNTY FPID: 421997-3-58-01	SUMMARY OF QUANTITIES	SHEET NO. SQ-2

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION				
		3599.7		PJ Adams Parkway	
		253.5		Key Lime Place	
		71.6		Villacrest Drive (East)	
		67559.3		Pond 1	
	TOTAL REGULAR EXCAVATION	71484.1			
	EMBANKMENT				
0120 6		9629.6		PJ Adams Parkway	
		0.0		Key Lime Place	
		26.8		Villacrest Drive (East)	
		10.1		Pond 1	
	TOTAL EMBANKMENT	9666.5			

EARTHWORK HAS BEEN CALCULATED USING THE LIMEROCK BASE OPTION. IF ANOTHER OPTION IS CONSTRUCTED, THERE SHALL BE NO REVISION TO THE EARTHWORK QUANTITIES FOR WHICH PAYMENT IS MADE BY PLAN QUANTITY.

SUMMARY OF REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL	DESIGN NOTES	CONSTRUCTION REMARKS
							P	F			
0110 1 1	CLEARING & GRUBBING	STA. TO STA.	LT/RT	18184	LS	11.11	1.0		1		
		2001+29.49 TO 2023+20.00									Includes removal of existing church sign with 30" x 20" base
0110 1 1	CLEARING & GRUBBING (STOCKPILE LOCATION ONLY)	LOCATION: MATERIAL STOCKPILE			LS	1.94	1.0		1		

SUMMARY OF MAILBOXES

STATION	SIDE	QUANTITY (EA)		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
2021+45.97	LT	1			
SUB-TOTAL:		1			
TOTAL:		1			

SUMMARY OF SIDE DRAIN & MITERED END SECTIONS

LOCATION	STA. TO STA.	SIDE	PIPE LENGTH-LF		DESIGN NOTES	CONSTRUCTION REMARKS
			ROUND	MES-EA		
			18"	18"		
2011+94.10 to 2012+21.10	RT		P	F	1:4 MES	
			27	2		
SUB-TOTAL:			27	2		
TOTAL:			27	2		

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
6/4/19	QUANTITY MODIFICATIONS		

Michael B. Collins, P.E.
P.E. LICENSE NUMBER 68603
HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213



OKALOOSA COUNTY
FPID: 421997-3-58-01

SUMMARY OF QUANTITIES

SHEET NO.

50-3

SUMMARY OF PERFORMANCE TURF

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	PERFORMANCE TURF		PERFORMANCE TURF (SOD)		DESIGN NOTES	CONSTRUCTION REMARKS
					1	1	0570	1		
STA. TO STA.										
2001+29.26 to 2021+78.24	LT	23618			P	F	P	F		
2011+80.44 to 2011+80.44	RT	28321					5732.8			
2013+00.03 to 2019+05.00	LT/RT	23652					19100.7			
2021+46.64 to 2023+00.00	LT	23598					923.0			
2022+44.14 to 2023+00.00	RT	23581					1588.4			
Location: Material Stockpile										
					SUB-TOTAL:		7871.0			
					TOTAL:		7871.0			

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNIT	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION				P	F		
0160 4	Type B Stabilization	2012+00.08 to 2012+15.10		RT	20904	SY	41.1	17851		
		2012+23.71 to 2012+23.71		RT	28887		17809.7			
285710	Optional Base, Base Group 10	2012+23.90 to 2012+23.90		RT	34684	SY	16406.0	16406		
0327 70 6	Milling Exist Asph Pavt, 1 1/2" Avg Depth	2000+00.00 to 2001+47.42		LT/RT	27607	SY	537.4	921	1.5 INCHES	
		2000+00.00 to 2001+47.50		RT	27608		383.6		1.5 INCHES	
0334 1 23	Superpave Asphaltic Concrete (Traffic C, PG 76-22, PMA)	2001+47.42 to 2023+00.00		LT/RT	27168	TN	2169.91	2169.9		
0337 7 43	Asphaltic Concrete Friction Course (Traffic C, FC-12.5, PG 76-22, PMA)	2000+00.00 to 2023+00.00		LT/RT	26978	TN	1378.87	1378.9		

SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	THICK (IN)	UNDER GUARDRAIL		DESIGN NOTES	CONSTRUCTION REMARKS
						P	F		
2000+88.47 to 2004+95.00	RT	34926			2	P	F		
						SUB-TOTAL:			
						TOTAL:		9.2	
						GRAND TOTAL:		9.2	

DATE	DESCRIPTION	DATE	DESCRIPTION
6/4/19	QUANTITY MODIFICATIONS		

Michael B. Collins, P.E.
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CERTIFICATE OF AUTHORIZATION 4213



OKALOOSA COUNTY
FPID: 421997-3-58-01

SUMMARY OF QUANTITIES

SHEET NO. 50-6

SUMMARY OF LUMP SUM ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0101	1 MOBILIZATION		1		

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE I			PHASE II			TOTAL			DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION DAYS	QUANTITY	TOTAL	DURATION DAYS	QUANTITY	TOTAL	P	F			
											P		
0102-1	MAINTENANCE OF TRAFFIC	LS											
0102-2-2	SPECIAL DETOUR 2	LS		1	1					1			
0102-2-3	SPECIAL DETOUR 3	LS		1	1					1			
0102-60	WORK ZONE SIGN	ED	310	1	1550	470	1	3370	34920	1		KEY LIME PL. DETOUR	
0102-61	BUSINESS SIGN	ED	310	8	2480	470		2480	2480				
0102-71-13	BARRIER WALL, TEMP., LOW PROFILE, CONCRETE	LF		132	132								
0102-74-1	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD	ED	310	1	10850	470	1	49350	60200	1			
0102-74-2	CHANNELIZING DEVICE - TYPE III, 6'	ED	310	6	1860	470	24	11280	13140				
0102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	310			470							
0102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA				856		856	856				
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	310	1	2820	470	6	2820	2820	1			
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 6"	GM				1.485		1.485	1.485				
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	GM				1.485		1.485	1.485				

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE III			TOTAL			GRAND TOTAL			DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION DAYS	QUANTITY	TOTAL	DURATION DAYS	QUANTITY	TOTAL	P	F			
											P		
0102-1	MAINTENANCE OF TRAFFIC	LS											
0102-2-2	SPECIAL DETOUR 2	LS								1			
0102-2-3	SPECIAL DETOUR 3	LS								1			
0102-60	WORK ZONE SIGN	ED	40	1	34920	470	1	34920	34920	1			
0102-61	BUSINESS SIGN	ED	40		2480	470		2480	2480				
0102-71-13	BARRIER WALL, TEMP., LOW PROFILE, CONCRETE	LF											
0102-74-1	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD	ED	40	1	3360	470	1	3360	3360	1			
0102-74-2	CHANNELIZING DEVICE - TYPE III, 6'	ED	40		13140	470		13140	13140				
0102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	40		80	470	1	80	80				
0102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA			856	470		856	856				
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	40	1	2900	470	1	2900	2900	1			
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 6"	GM								1.485			
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	GM								1.485			



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CERTIFICATE OF AUTHORIZATION 4213

REVISIONS
DATE DESCRIPTION

6/4/19
1 QUANTITY MODIFICATIONS

OKALOOSA COUNTY
FPID: 421997-7-58-01

SUMMARY OF QUANTITIES
SHEET NO. 50-7

SUMMARY OF TEMPORARY DRIVEWAYS

LOCATION	SIDE	AREA ID			COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE			DESIGN NOTES	CONSTRUCTION REMARKS
		L	W	THK	0102 3		CY		
STA. @ C OF DRIVEWAY		FT	FT	IN	P	F			
2029+52.28	LT/RT			4.00	5.42		Phase I		
2034+64.94	LT			4.00	2.04		Phase I		
2037+38.49	LT			4.00	1.30		Phase I		
SUB-TOTAL:					8.76				
TOTAL:					8.8				

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION	SIDE	AREA ID	SEDIMENT BARRIER		SOIL TRACKING PREVENTION DEVICE		INLET PROTECTION SYSTEM		DESIGN NOTES	CONSTRUCTION REMARKS
			LF	EA	EA	EA	P	F		
See Temporary Traffic Control Plans		2450.0			1.0		5		Phase I, Stage 1	
See Temporary Traffic Control Plans		3385.0					3		Phase II, Stage 1	
Material Stockpile		1871.3								
SUB-TOTAL:			7706.3		1.0		8.0			
TOTAL:			7706.3		1		8			


SUMMARY OF REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
							P	F		
0110 1 1	CLEARING & GRUBBING	2023+00.00 to 2044+50.00		30273	LS	7.49		1.0		
0110 1 1	CLEARING & GRUBBING (STOCKPILE LOCATION ONLY)	LOCATION: MATERIAL STOCKPILE			LS	1.94		1.0		
SUB-TOTAL:										
TOTAL:										

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION	4117.0		PJ Adams Parkway	
		47.6		Bobby Drive	
		321.4		Ashley Drive	
		280.8		Villacrete Drive (West)	
TOTAL REGULAR EXCAVATION		4766.8			
0120 4	SUBSOIL EXCAVATION	962.1		PJ Adams Parkway	
0120 6	EMBANKMENT		12467.0	PJ Adams Parkway	
			4.4	Bobby Drive	
			0.4	Ashley Drive	
			0.7	Villacrete Drive (West)	
TOTAL EMBANKMENT			12472.5		

EARTHWORK HAS BEEN CALCULATED USING THE LIMEROCK BASE OPTION. IF ANOTHER OPTION IS CONSTRUCTED, THERE SHALL BE NO REVISION TO THE EARTHWORK QUANTITIES FOR WHICH PAYMENT IS MADE BY PLAN QUANTITY.

DATE	DESCRIPTION	REVISIONS	 <p>OKALOOSA COUNTY FPID: 421997-7-58-01</p>	SUMMARY OF QUANTITIES	SHEET NO.
6/4/19	QUANTITY MODIFICATIONS				50-8

Michael B. Collins, P.E.
P.E. LICENSE NUMBER 68603
HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

SUMMARY OF DITCH PAVEMENT

LOCATION	SIDE	AREA ID	LENGTH	WIDTH		CONCRETE DITCH PAVEMENT - NON-REINF (4")	RIPRAP - RUBBLE (DITCH LINING)				DESIGN NOTES	CONSTRUCTION REMARKS
				0524	1 2		0530	3 4	TN			
2025+18.00 to 2028+50.00	RT	19792		P	F		P	F			4" Non Reinforced	
2024+58.01 to 2024+91.42	LT	25630									37.2	
SUB-TOTAL:				282.9							37.2	
TOTAL:				283							37.2	

SUMMARY OF FENCING

PAY ITEM NO.	DESCRIPTION	LOCATION		SIDE	UNIT	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				P	F		
0550 10238	Fencing, Type B, 6.1- 7.0' Height, Reset Existing	2038+16.65 to 2039+50.05		LT	LF	133.4	163		
		2039+50.05 to 2039+66.11		LT		29.9			

SUMMARY OF PERFORMANCE TURF

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	PERFORMANCE TURF		PERFORMANCE TURF (SOD)		DESIGN NOTES	CONSTRUCTION REMARKS
					SY	F	SY	2		
2023+00.00 to 2030+44.26	LT	24211			P	F	P	F		
2025+20.00 to 2035+17.79	LT/RT	22080					2152.2			
2034+76.70 to 2037+24.39	LT	25532					1880.2			
2035+43.95 to 2037+20.00	LT/RT	22090					271.9			
2035+63.62 to 2041+23.41	RT	24234					287.2			
2037+48.38 to 2039+78.67	LT	25555					630.6			
2038+82.86 to 2039+42.51	LT	27053					356.3			
2041+34.08 to 2044+50.00	RT	27001					93.6			
2029+18.62 to 2029+18.62	RT	31435					1415.6			
2030+80.26 to 2034+52.71	LT	31277					2816.6			
2039+45.66 to 2044+50.00	LT	30281					1233.0			
2043+90.00 to 2044+50.00	LT/RT	31292					1040.7			
Location: Material Stockpile							74.4			
SUB-TOTAL:					7871.0		7871.0			
TOTAL:					7871		7871			

DATE	DESCRIPTION	DATE	DESCRIPTION
6/4/19	1 QUANTITY MODIFICATIONS		

Michael B. Collins, P.E.
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HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213



OKALOOSA COUNTY
FPID: 421997-7-58-01

SUMMARY OF QUANTITIES

SHEET NO.
50-11

SUMMARY OF LUMP SUM ITEMS

ITB PW 55-19 ADDENDUM #2

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0101	MOBILIZATION	1			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE I			PHASE II			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION DAYS	QUANTITY	TOTAL	DURATION DAYS	QUANTITY	TOTAL	P	F		
0102-1	MAINTENANCE OF TRAFFIC	LS										
0102-2-4	SPECIAL DETOUR 4	LS	1									
0102-2-5	SPECIAL DETOUR 5	LS	1									
0102-2-6	SPECIAL DETOUR 6	LS	1									
0102-60	WORK ZONE SIGN	ED	310	1	6	1860	470	1	58	27260	29120	1
0102-61	BUSINESS SIGN	ED	310	1	1	310	470	1		310		
0102-71-13	BARRIER WALL, TEMP., LOW PROFILE, CONCRETE	LF		288		288					288	
0102-74-1	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD	ED	310	1	114	35340	470	1	50	23500	58840	1
0102-74-2	CHANNELIZING DEVICE - TYPE III, 6'	ED	310	1	6	1860	470	1	11	5170	7030	
0102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	310	1	1	310	470	1	2	940	1250	
0102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA		131		131			852	852	983	
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	310	1	1	310	470	1	4	1880	2190	1
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 6"	GM		0.405		0.405			1.000	1.000	1.405	
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 24"	LF		50		50			45	45	95	
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA		5		5			4	4	9	
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	GM		0.495		0.495			1.065	1.065	1.560	
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 18"	LF		150		150			156	156	306	

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE III			TOTAL			GRAND TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION DAYS	QUANTITY	TOTAL	DURATION DAYS	QUANTITY	TOTAL	P	F		
0102-1	MAINTENANCE OF TRAFFIC	LS										
0102-2-4	SPECIAL DETOUR 4	LS										
0102-2-5	SPECIAL DETOUR 5	LS										
0102-2-6	SPECIAL DETOUR 6	LS										
0102-60	WORK ZONE SIGN	ED	40	1	14	560	560	1	29680	29680	1	
0102-61	BUSINESS SIGN	ED	40	1					310	310		
0102-71-13	BARRIER WALL, TEMP., LOW PROFILE, CONCRETE	LF		288					288	288		
0102-74-1	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD	ED	40	1	53	2120	2120	1	60960	60960	1	
0102-74-2	CHANNELIZING DEVICE - TYPE III, 6'	ED	40	1					7030	7030		
0102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	40	1	2	80	80	1	1330	1330		
0102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA		983					983	983		
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	40	1	2	80	80	1	2270	2270	1	
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 6"	GM							1.405	1.405		
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 24"	LF							95	95		
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA							9	9		
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	GM							1.560	1.560		
0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 18"	LF							306	306		



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P.E. LICENSE NUMBER 68603
HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, FL 32502-5945
CERTIFICATE OF AUTHORIZATION 4213

REVISIONS
DATE DESCRIPTION

6/4/19 1 QUANTITY MODIFICATIONS

OKALOOSA COUNTY
FPID: 421997-8-58-01

SUMMARY OF QUANTITIES

SHEET NO.

50-12

SUMMARY OF TEMPORARY SIGNALIZATION & DETECTION

PHASE	0102104				0102107				1										
	TEMPORARY SIGNALS & MAINTENANCE OF INTERSECTION - EACH DAY				TEMPORARY TRAFFIC DETECTION & MAINTENANCE OF INTERSECTION - EACH DAY				DESIGN NOTES				CONSTRUCTION REMARKS						
	EXISTING		TEMPORARY		EXISTING		TEMPORARY/NEW												
I	DAYS	#	P	F	#	P	F	#	P	F	#	P	F						
	200	1			1			1			1								
II	300	1			1			1			1								
III	20	1			1			1			1								
SUB-TOTAL														820	820				
TOTAL														820	820				

SUMMARY OF EARTHWORK


PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION	13103.0		PJ Adams Parkway	
		242.6		Wildhorse Drive	
		538.9		Northview Drive	
		7940.1		Pond 3	
	TOTAL REGULAR EXCAVATION	21824.6			
0120 6	EMBANKMENT	12764.3		PJ Adams Parkway	
		3.6		Wildhorse Drive	
		1.9		Northview Drive	
		3291.5		Pond 3	
	TOTAL EMBANKMENT	16061.3			

EARTHWORK HAS BEEN CALCULATED USING THE LIMEROCK BASE OPTION. IF ANOTHER OPTION IS CONSTRUCTED, THERE SHALL BE NO REVISION TO THE EARTHWORK QUANTITIES FOR WHICH PAYMENT IS MADE BY PLAN QUANTITY.

STATION	SIDE	QUANTITY (EA)		DESIGN NOTES	CONSTRUCTION REMARKS
		0110	7		
		P	F		
2056+52.93	LT	1			
2056+83.50	LT	1			
SUB-TOTAL:		2			
TOTAL:		2			

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNIT	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION				P	F		
0160 4	Type B Stabilization	2046+26.08 to 2046+50.09		LT	37430	SY	43.9	20143		
285710	Optional Base, Base Group 10	2056+53.64 to 2056+53.64		RT	37821		20098.6			
0327 70 6	Milling Exist Asph Pavt, 1 1/2" Avg Depth	2056+53.68 to 2056+53.68		RT	38485	SY	17305.8	17306		
0334 1 23	Superpave Asphaltic Concrete (Traffic C, PG 76-22, PMA)	2065+50.00 to 2068+50.73		LT	38824	SY	804.1	804		
		2056+53.68 to 2056+53.68		RT	39608	TN	2379.54	2404.2		
0337 7 43	Asphaltic Concrete Friction Course (Traffic C, FC-12.5, PG 76-22, PMA)	2063+14.11 to 2068+50.73		RT	39301		24.66			
		2056+53.68 to 2056+53.68		RT	40135	TN	1427.73	1494.1		
		2065+50.00 to 2068+50.73		LT	40224		66.34			



Michael B. Collins, P.E.
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OKALOOSA COUNTY
FPID: 421997-8-58-01

SUMMARY OF QUANTITIES

DATE: 6/4/19
DESCRIPTION: QUANTITY MODIFICATIONS

REVISIONS

NO.	DATE	DESCRIPTION
1		

SUMMARY OF PERFORMANCE TURF


LOCATION	SIDE	AREA ID	LENGTH		WIDTH		PERFORMANCE TURF				DESIGN NOTES	CONSTRUCTION REMARKS			
			P	F	P	F	TURF (SOD)		SY						
STA. TO STA.															
2043+90.00 to 2052+50.00	LT/RT	30631					P	F	P	F	0570	1	2		
2049+83.94 to 2049+83.94	LT	30273									1588.1				
2050+56.59 to 2050+56.59	RT	30400									10442.6				
2056+84.49 to 2067+30.04	LT	30556									4919.5				
2057+03.85 to 2068+50.73	RT	30604									3309.2				
2059+90.00 to 2065+43.85	LT/RT	30632									6351.7				
Location: Material Stockpile															
			SUB-TOTAL:		TOTAL:		7871.0		7871.0		35447.6		35448		

SUMMARY OF BOX CULVERTS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STATION	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
				P	F	P	F		
0400 4 1	CONCRETE CLASS IV, CULVERTS	2048+38.00	CY	19.96		90.4		BOX CULVERT CD-3_ID, LEFT EXTENSION-SEE BOX CULVERT DATA SHEETS	
		2048+65.40		30.72				BOX CULVERT CD-3_IU, RIGHT EXTENSION-SEE BOX CULVERT DATA SHEETS	
		2063+49.93		20.77				BOX CULVERT CD-4_ID, LEFT EXTENSION-SEE BOX CULVERT DATA SHEETS	
		2063+50.19		18.98				BOX CULVERT CD-4_IU, RIGHT EXTENSION-SEE BOX CULVERT DATA SHEETS	
0415 1 1	REINFORCING STEEL, ROADWAY	2048+38.00	LB	2819.00		12848		BOX CULVERT CD-3_ID, LEFT EXTENSION-SEE BOX CULVERT DATA SHEETS	
		2048+65.40		4497.00				BOX CULVERT CD-3_IU, RIGHT EXTENSION-SEE BOX CULVERT DATA SHEETS	
		2063+49.93		2842.00				BOX CULVERT CD-4_ID, LEFT EXTENSION-SEE BOX CULVERT DATA SHEETS	
		2063+50.19		2690.00				BOX CULVERT CD-4_IU, RIGHT EXTENSION-SEE BOX CULVERT DATA SHEETS	

SUMMARY OF REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
							P	F		
110- 1- 1	CLEARING AND GRUBBING	2043+03.61 TO 2068+50.73	LT/RT	27436	LS	11.29		1.0		
110- 1- 1	CLEARING AND GRUBBING (STOCKPILE LOCATION ONLY)	LOCATION: MATERIAL STOCKPILE				1.94		1.0		
110- 4	REMOVAL OF EXISTING CONCRETE	2044+85.96 TO 2047+58.50	RT	27573	SY			204.9		
		2044+86.90 TO 2047+71.82	LT	27574	SY			217.9		
		2049+23.24 TO 2052+73.65	LT	27575	SY			228.4		
		2049+07.58 TO 2054+30.90	RT	27576	SY			392.5		
		2059+18.51 TO 2063+35.15	LT	27577	SY			312.5		
		2064+45.45 TO 2066+28.45	LT	27578	SY			143.3		
							TOTAL	1499		1499 TOTAL SQUARE YARDS

DATE	DESCRIPTION	REVISIONS	 <p>OKALOOSA COUNTY FPID: 421997-8-58-01</p>	SUMMARY OF QUANTITIES	SHEET NO.
6/4/19	QUANTITY MODIFICATIONS	<p>Michael B. Collins, P.E. P.E. LICENSE NUMBER 68603 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945 CERTIFICATE OF AUTHORIZATION 4213</p>			50-17

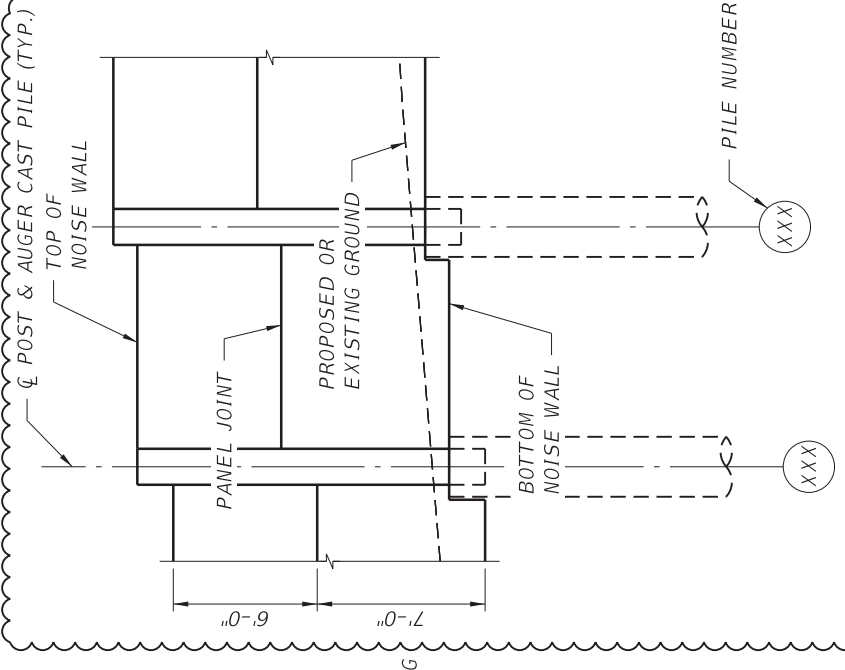
PROJECT REQUIREMENTS						Table Date 1-01-14
WALL NO. (1)	REQUIRED: (YES/NO)		REQUIRED TEXTURES:		PANEL TYPE (FLUSH/ RECESSED/ EITHER)	
	GRAPHICS (1)	COLORED COATINGS (2)	PRECAST POST CAP (3)	PANELS:		POSTS:
NW1	NO	YES	NO	FRONT FACE TYPE "B" BACK FACE TYPE "B"	FRONT FACE TYPE "A" BACK FACE TYPE "A"	RECESSED
NW2	NO	YES	NO	FRONT FACE TYPE "B" BACK FACE TYPE "B"	FRONT FACE TYPE "A" BACK FACE TYPE "A"	RECESSED

- (1) SEE CONTROL DRAWINGS.
- (2) COAT ALL EXPOSED FACES OF WALL WITH CLASS 5 APPLIED FINISH COATING. THE PANEL COLOR SHALL BE PER FEDERAL COLOR CHART, FEDERAL STANDARD NO. 595C COLOR SHADE NO. 33578, LIGHT BEIGE.
- (3) THE POST COLOR SHALL BE PER FEDERAL COLOR CHART, FEDERAL STANDARD NO. 595C COLOR SHADE NO. 33578, LIGHT BEIGE.

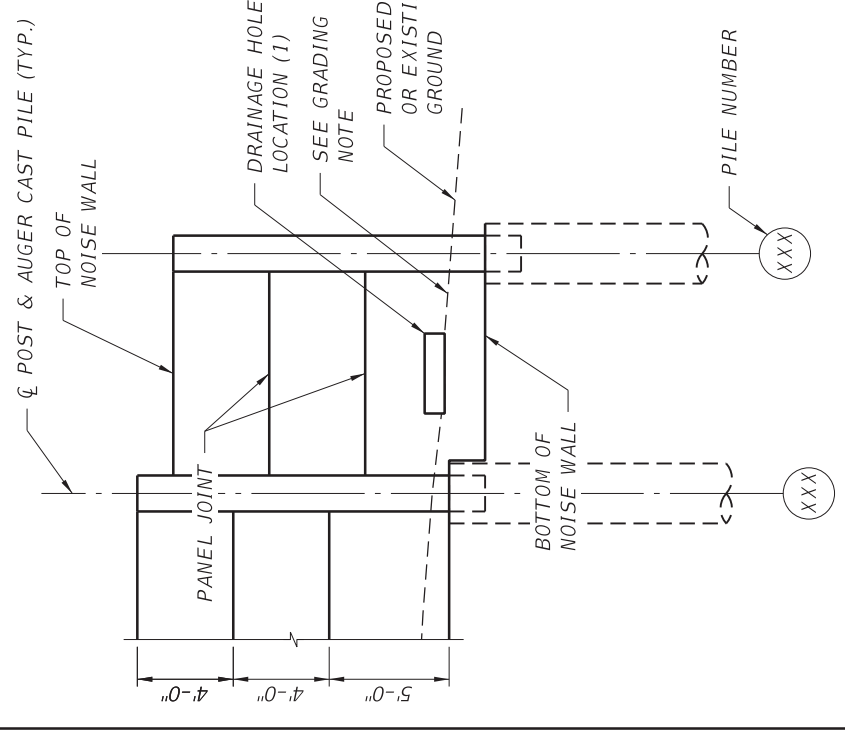
NW1 - DRAINAGE HOLE DATA		
POST RANGE	LOCATION	LOCATION
1 TO 2	TYPE C	N/A
2 TO 3	TYPE D	TYPE D
3 TO 9	TYPE C	TYPE D
9 TO 14	TYPE D	TYPE D
14 TO 15	TYPE C	TYPE D
15 TO 18	TYPE D	TYPE D
18 TO 30	TYPE C	TYPE D
30 TO 31	TYPE C	TYPE C
31 TO 32	TYPE C	TYPE D

NW1 - DRAINAGE HOLE DATA		
POST RANGE	LOCATION	LOCATION
32 TO 33	TYPE B	TYPE C
33 TO 34	TYPE B	TYPE D
34 TO 35	TYPE B	TYPE B
35 TO 36	TYPE C	TYPE D
36 TO 37	TYPE B	TYPE C
37 TO 38	TYPE C	TYPE D
38 TO 44	TYPE B	TYPE C
44 TO 45	TYPE D	TYPE D

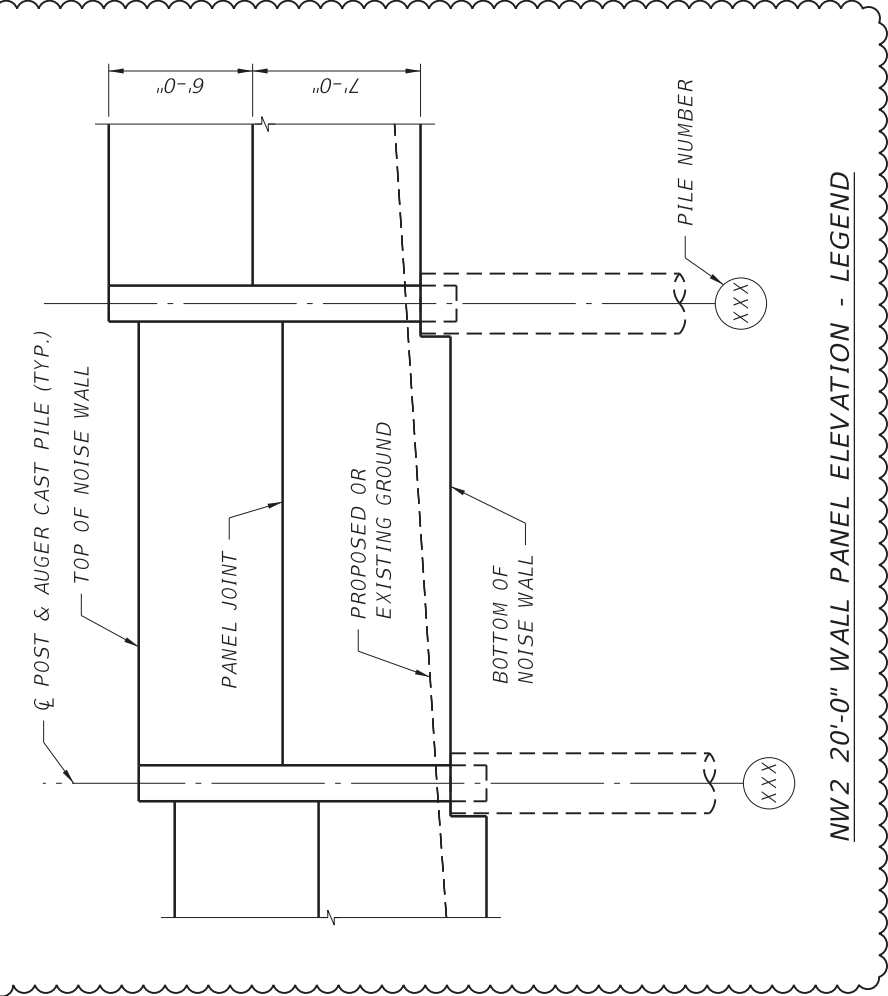
- GRADING NOTE:
SLOPE EXISTING GROUND IN FRONT AND BACK OF WALL TO ALLOW FOR PROPER FUNCTION OF DRAINAGE HOLES.
- NOTES:
- WORK THESE TABLES WITH SP INDEX 534-200.
 - NOISE WALLS SHALL MEET THE PROJECT AESTHETIC REQUIREMENTS AS DEPICTED IN THE ABOVE TABLE AND ELSEWHERE IN THE PLANS.
 - FRONT FACE INDICATES ROADWAY SIDE OF WALL. BACK FACE INDICATES NON-ROADWAY SIDE OF WALL.
 - WIND SPEED IS 150 MPH.
 - NO ANTI-GRAFFITI COATING IS REQUIRED FOR THIS PROJECT.
 - CONSTRUCT NOISE WALL NW1 FOUNDATIONS USING LOW CLEARANCE OPTION PER SP INDEX 534-200 SHEET NO. 8 OF 16 AND SPECIAL DESIGN DETAIL PROVIDED ON NOISE WALL NOTES, TABLES AND DETAILS (3 OF 3) SHEET.
 - THE USE OF LOW PROFILE EQUIPMENT AND NON-STANDARD CONSTRUCTION TECHNIQUES MAY BE REQUIRED FOR CONSTRUCTING NOISE WALL NW1 (POSTS, PANELS, AND FOUNDATIONS) DUE TO OVERHEAD RESTRICTIONS.
 - DRAINAGE HOLE LOCATIONS ARE REQUIRED IN NOISE WALL NW1 ONLY.
 - FOR SUMMARY OF NOISE WALL PAY ITEM, SEE ROADWAY PLANS.



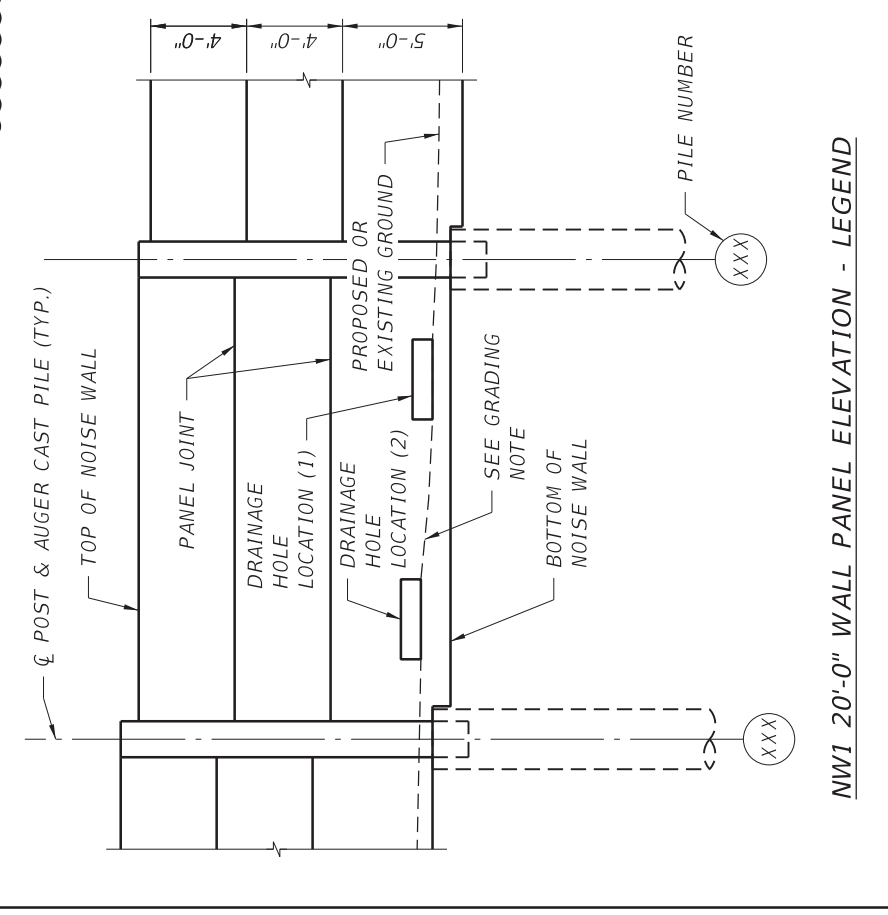
NW2 10'-0" WALL PANEL ELEVATION - LEGEND



NW1 10'-0" WALL PANEL ELEVATION - LEGEND



NW2 20'-0" WALL PANEL ELEVATION - LEGEND

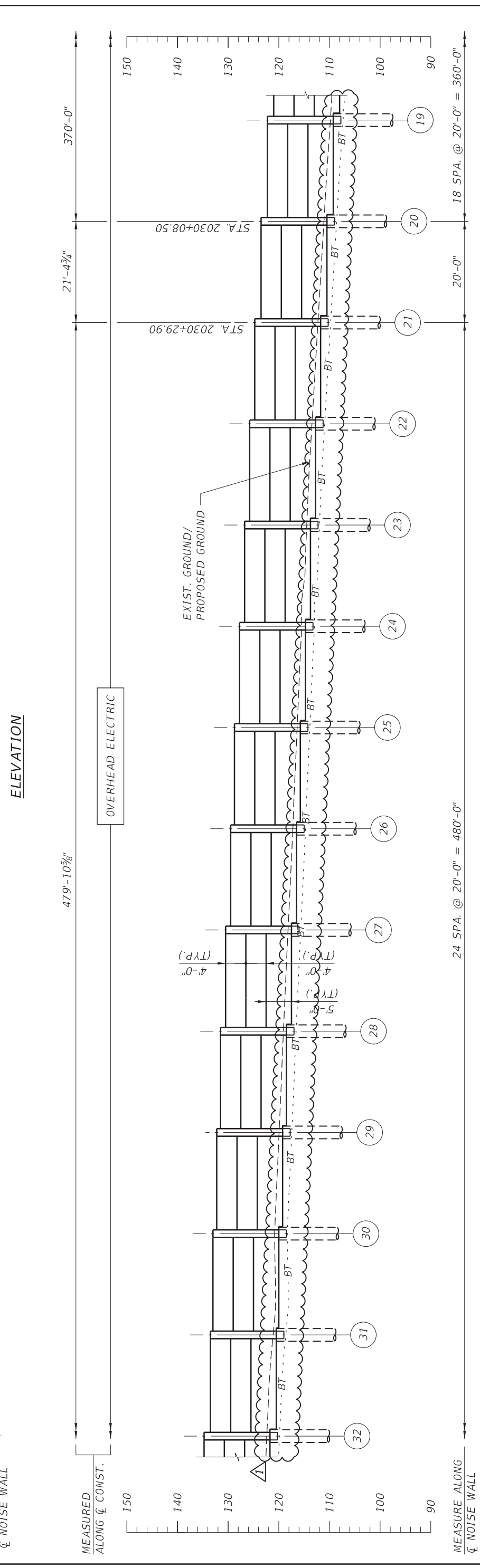
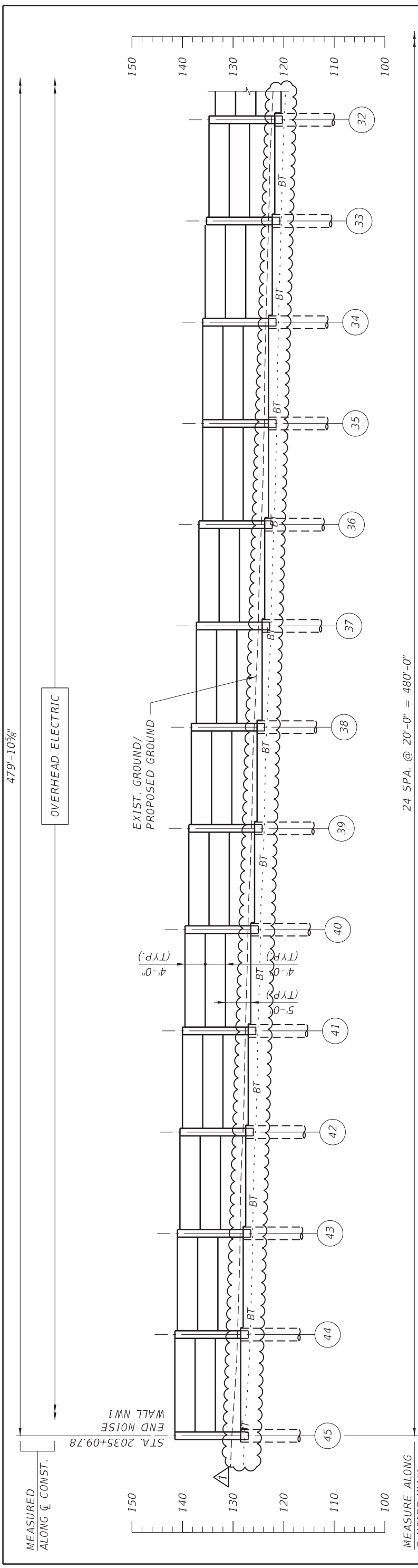


NW1 20'-0" WALL PANEL ELEVATION - LEGEND

REVISIONS		DATE	DESCRIPTION
Δ	ADDED 10'-0" AND 20'-0" 2-PANEL WALL ELEVATION - LEGENDS FOR NW2	6/4/19	

OKALOOSA COUNTY FPID: 421997-3-58-01 FPID: 421997-7-58-01 FPID: 421997-8-58-01		SHEET NO. BW-3
NOISE WALL NOTES, TABLES AND DETAILS (1 OF 3)		

CHESTER A SMITH III, P.E. P.E. LICENSE NUMBER 70756 HDR Engineering, Inc. 2601 Cattlemen Road, Suite 400 Sarasota, FL 34232-6212 CERTIFICATE OF AUTHORIZATION 4213	OKALOOSA COUNTY
---	-----------------



MEASURED ALONG ϕ CONST. 479'-10 5/8"

MEASURED ALONG ϕ NOISE WALL 370'-0"

MEASURED ALONG ϕ CONST. 479'-10 5/8"

MEASURED ALONG ϕ NOISE WALL 20'-0"

24 SPA. @ 20'-0" = 480'-0"

18 SPA. @ 20'-0" = 360'-0"

ELEVATION

ELEVATION

NOTES:

1. FOR TOP AND BOTTOM OF WALL ELEVATIONS, SEE NOISE WALL NOTES AND TABLES (1 OF 3) SHEET.
2. MAINTAIN 10 FEET MINIMUM OFFSET FROM THE LOWEST ENERGIZED OVERHEAD ELECTRIC LINE.

REVISIONS		DESCRIPTION
DATE	DESCRIPTION	DATE
6/4/19	REVISIED UTILITY LINE STYLE	

CHESTER A SMITH III, P.E.
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2601 Cattlemen Road, Suite 400
Sarasota, FL 34232-6212
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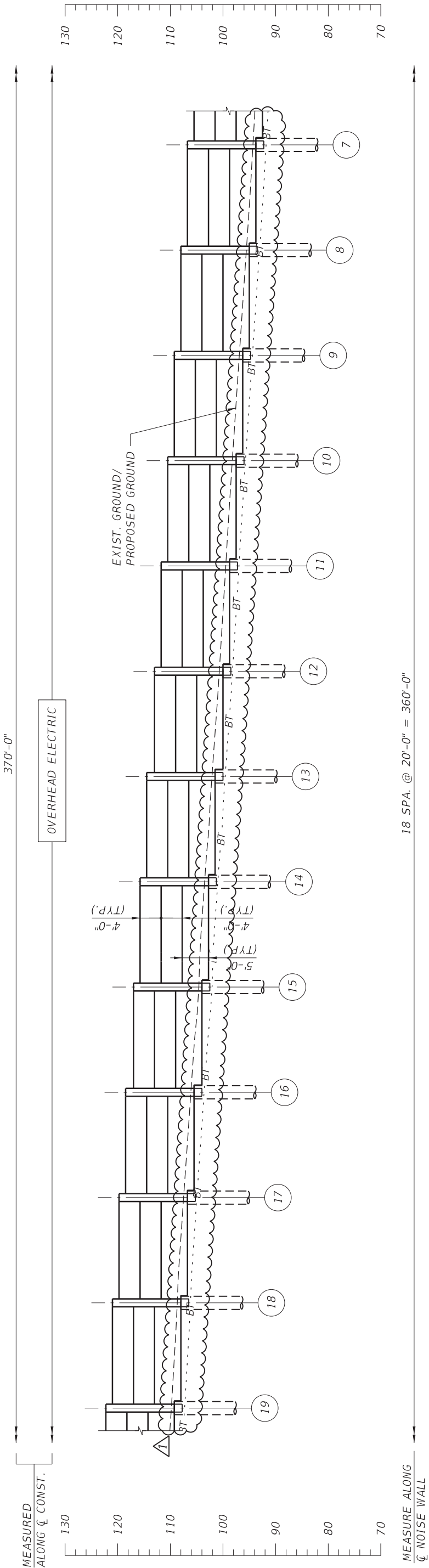


OKALOOSA COUNTY
FPID: 421997-3-58-01
FPID: 421997-7-58-01
FPID: 421997-8-58-01

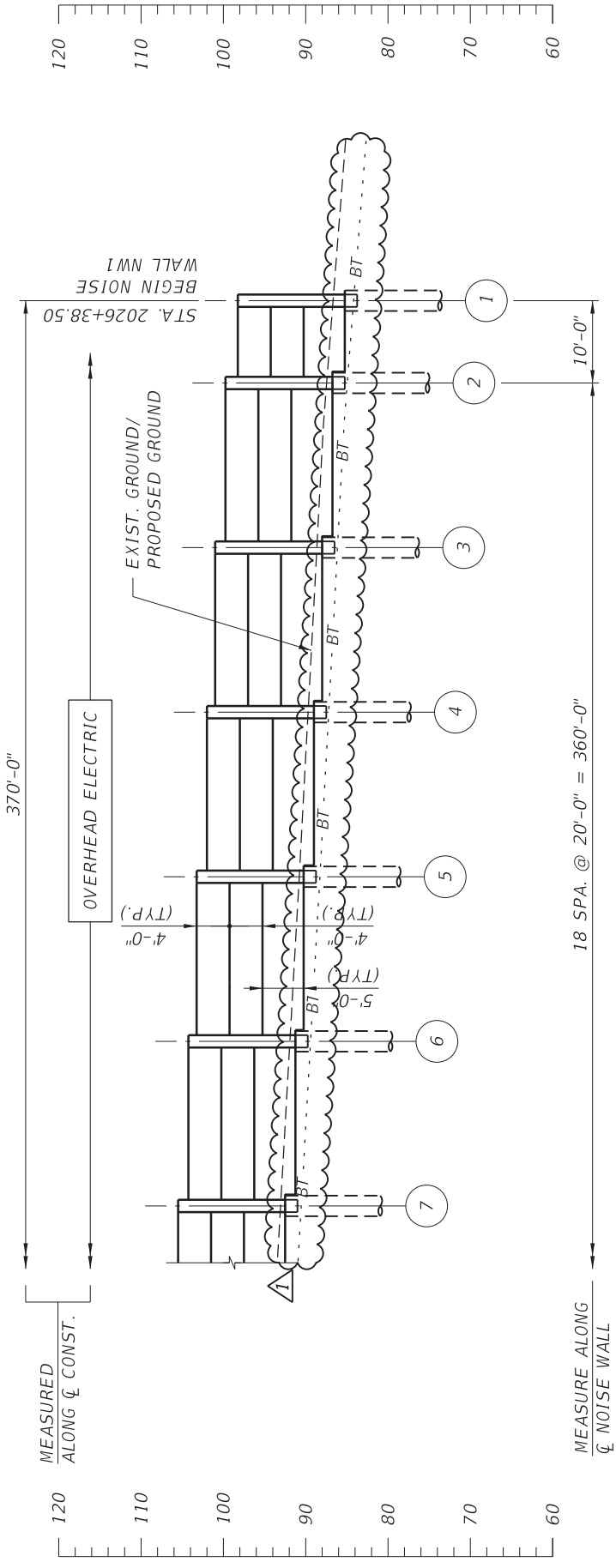
**NOISE WALL NW1 -
ELEVATION (1 OF 2)**

SHEET NO. BW-8

ITB PW 55-19 ADDENDUM #2



ELEVATION



ELEVATION

NOTE:
 FOR NOTES, SEE NOISE WALL NW1 -
 ELEVATION (1 OF 2) SHEET.

ITB PW 55-19 ADDENDUM #2



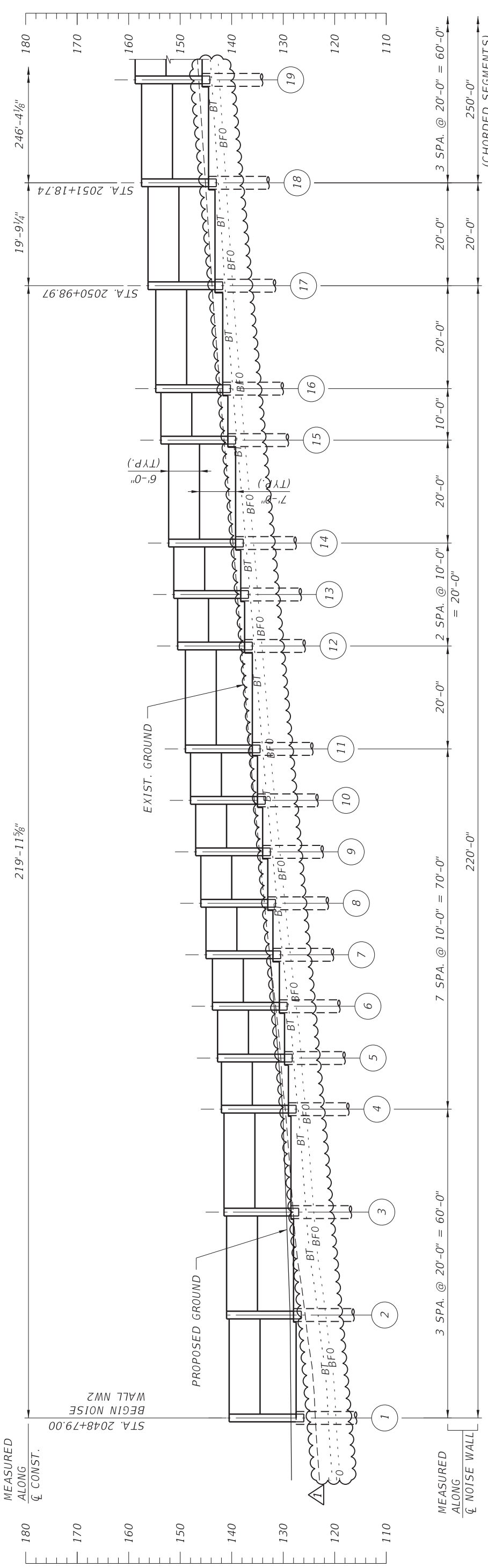
OKALOOSA COUNTY
 FPID: 421997-3-58-01
 FPID: 421997-7-58-01
 FPID: 421997-8-58-01

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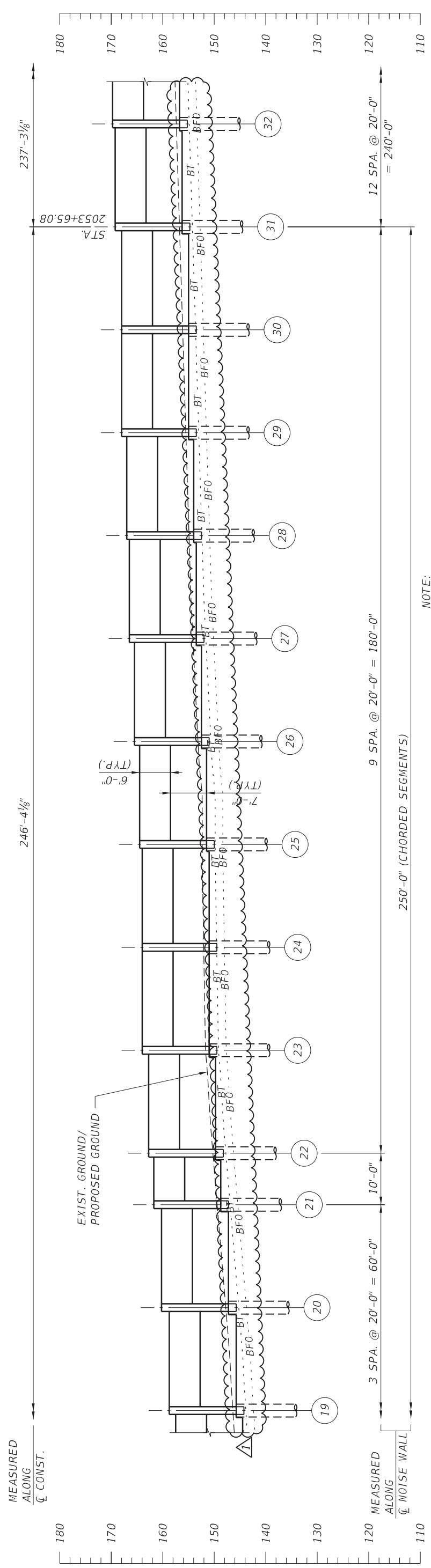
DATE	DESCRIPTION	DATE	DESCRIPTION
6/4/19	REVISIED UTILITY LINE STYLE		

SHEET NO.
 BW-9

**NOISE WALL NW1 -
 ELEVATION (2 OF 2)**



ELEVATION



ELEVATION

NOTE:

FOR TOP AND BOTTOM OF WALL ELEVATIONS, SEE NOISE WALL NOTES AND TABLES (1 OF 3) SHEET.

ITB PW 55-19 ADDENDUM #2

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
6/4/19	REVISED UTILITY LINE STYLE			

CHESTER A SMITH III, P.E.
P.E. LICENSE NUMBER 70756
HDR Engineering, Inc.
2601 Cattlemen Road, Suite 400
Sarasota, FL 34232-6212
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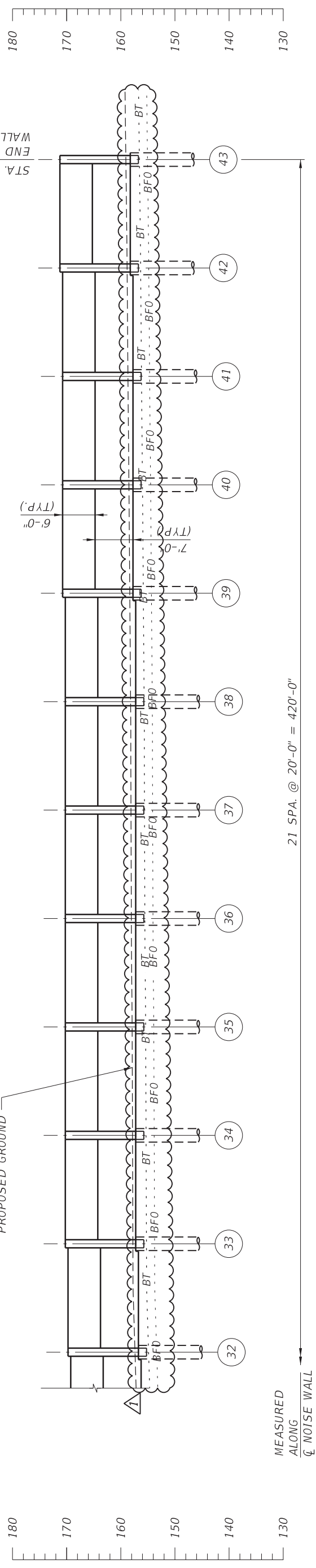


OKALOOSA COUNTY
FPID: 421997-3-58-01
FPID: 421997-7-58-01
FPID: 421997-8-58-01

SHEET NO.
BW-12

MEASURED
ALONG
☉ CONST.
237'-3 1/8"

EXIST. GROUND/
PROPOSED GROUND



ELEVATION

NOTE:

FOR NOTES, SEE NOISE WALL NW2 - ELEVATION (1 OF 2) SHEET.

ITB PW 55-19 ADDENDUM #2



OKALOOSA COUNTY
 FPID: 421997-3-58-01
 FPID: 421997-7-58-01
 FPID: 421997-8-58-01

CHESTER A SMITH III, P.E.
 P.E. LICENSE NUMBER 70756
 HDR Engineering, Inc.
 2601 Cattlemen Road, Suite 400
 Sarasota, FL 34232-6212
 CERTIFICATE OF AUTHORIZATION 4213

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
6/4/19	REVISED UTILITY LINE STYLE			

SHEET
NO.

BW-13

**NOISE WALL NW2 -
ELEVATION (2 OF 2)**



ADDENDUM 3

ITB PW 55-19

PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

Date of Issue: June 14, 2019

Bid Submittal Deadline: The Bid Date and submission time HAVE NOT CHANGED.

This addendum includes a question regarding vegetable debris.

ADDENDUM NO. 3

TO: ALL BIDDERS
PROJECT: ITB PW 55-19 – PJ ADAMS PARKWAY MULTI-LANING from SR
85N to WILD HORSE DRIVE
BID TIME AND DATE: 3:00 PM LOCAL TIME, JUNE 19, 2019 (NO CHANGE)

June 14, 2019

The following items are hereby incorporated into the project manual, procurement documents, contract documents, plans and specifications:

ITEM NO. 1 – PRE-BID QUESTIONS RECEIVED

Q. 4 - Is burning of vegetable debris allowed on the project?

A. 4 – The project is within the jurisdiction of the City of Crestview. According to their Public Services office there is no local ordinance prohibiting burning. If contractor elects to burn, comply with Chapter 403, of the Florida Statutes, regarding control of air pollution and direct special attention to that portion of Chapter 62-256, Rules of the Department of Environmental Protection, Florida Administrative Code, pertaining to open burning in land clearing operations.

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY WRITING THIS ADDENDUM NUMBER AND DATE IN THE SPACE PROVIDED ON DOCUMENT ENTITLED, 'ADDENDUM ACKNOWLEDGEMENT - ATTACHMENT A' in SECTION 00410.

/s/ Roy Petrey
Roy Petrey, P.E.
Project Manager



ADDENDUM 4

ITB PW 55-19

PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

Date of Issue: June 14, 2019

Bid Submittal Deadline: The Bid Date and submission time HAVE CHANGED.

Proposals due date has been extended to: **June 26, 2019 at 3:30 P.M.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/12/2019

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

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

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME: Tracy Farragut

PHONE (A/C, No, Ext): 800-476-2211

FAX (A/C, No):

E-MAIL ADDRESS: tfarragut@mcgriff.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :Arch Insurance Company

11150

INSURER B :American Guarantee and Liability Insurance Company

26247

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
C.W. Roberts Contracting, Inc.
P.O. Box 188
Hosford, FL 32334

COVERAGES

CERTIFICATE NUMBER:7RL6VPPA

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			31PKG8930303	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			31PKG8930303	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			AUC107135101	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED \$ RETENTION \$	X	X				
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			31WC18930203	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	N/A	X				

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

Project: PJ Adams Parkway Multi-Laning from SR 85N to Wild Horse Drive

Okaloosa County Board of County Commissioners, HDR Engineering, Inc., Florida Department of Transportation, Mott MacDonald and City of Crestview are Additional Insureds under General Liability, Automobile Liability and Excess Liability as required by written contract. Waiver of Subrogation applies in favor of aforementioned Additional Insureds with respect to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract.

CERTIFICATE HOLDER

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579

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