

Old Bagdad Highway Sidewalk LAP Project

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 13 day of January in the year Two Thousand and Twenty-Two.

BETWEEN the Owner:
(Name, address and other information)

SANTA ROSA COUNTY
6495 Caroline Street, Suite M
Milton, Florida 32570

and the Contractor:

CHIVERS CONSTRUCTION, INC.
801 Virecent Rd
Cantonment, FL 32533

The Project is:

**OLD BAGDAD HIGHWAY SIDEWALK
PROJECT**
Santa Rosa County, Florida

The Engineer is:
(Name, address and other information)

Rebecca Jones, P.E.
County Engineer

The Owner and Contractor agree as follows.

Old Bagdad Highway Sidewalk LAP Project

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work for the following Project listed below and more fully described in the Project Manual which is included in this Contract Document.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date to be fixed in a notice to proceed issued by the Owner. If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work for the project not later than 120 calendar days from the date of commencement of the project and Final Completion of the project not later than 120 days from the date of commencement of the project, subject to adjustments of this Contract Time as provided in the Contract Documents. Liquidated damages shall be assessed against the final payment in the amount of \$1,197.00 for each consecutive calendar day the Contractor is late in achieving Substantial Completion and \$1,197.00 for each consecutive calendar day the Contractor is late in achieving Final Completion.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Forty-Five Thousand Two Hundred Twenty-Eight Dollars and Sixty Cents (\$445,228.60) subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Base Bid and Add Alternate Option 3

4.3 Unit prices, if any, are as follows:
As stated in Contractor's Proposals dated 6 December, 2021 attached as Exhibit A.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Recommendations for Payment from the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Old Bagdad Highway Sidewalk LAP Project

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.1.3 Provided that an Application for Payment is received by the Engineer not later than the 10th day of a month, the Owner shall make payment to the Contractor not later than the 30th day of the month. If an application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Engineer receives the Application for Payment.

5.1.4 Each Application for Payment shall be furnished in triplicate and shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in the General Conditions.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with the General Conditions.

5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract.
- .2 a final Recommendation for Payment has been issued by the Engineer.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Recommendation for Payment, or as follows:

ARTICLE 6 TERMINATION FOR DEFAULT

6.1.1 Contractor shall be considered in material default of the agreement and such default shall be considered cause for Owner to terminate the agreement, in whole or in part, as further set forth in this section, if Contractor: (1) fails to begin the work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the work as directed by the Owner or as provided for in the approved progress schedule; or (3) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the work; or (5) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (10) materially breaches any other provision of the contract Documents.

6.1.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which Owner, at its sole discretion, may choose.

6.1.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments, hereunder until after the project is completed. All monies expended and all of the costs, losses, damages, and extra expenses (including attorneys' fees) or if such expenditures exceed the unpaid balance of the contract amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the contract amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the work, such excess shall be paid to the contractor. The amount to be paid to the Contractor or Owner, as the case may be, and this obligation for payment shall survive termination of the agreement.

6.1.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses, and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment,

Old Bagdad Highway Sidewalk LAP Project

supplies, and other items therefore or re-letting the work, in settlement, discharge, or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

6.1.5 If, after notice of termination of Contractor's right to proceed pursuant to this section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor below under subsection 6.2.1 termination for convenience.

6.2 TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

6.2.1 Owner shall have the right to terminate this agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to damages or any anticipated profit on portions of the work not performed.

6.2.2 Owner shall have the right to suspend all or any portions of the work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the contract documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the agreement with respect to that portion of the work which is subject to the ordered suspension.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is: DeVann Cook, Interim County
Administrator
(Name, address and other information) 6495 Caroline Street, Suite M
Milton, Florida 32570

7.4 The Contractor's representative is: Ryan Chavers, President
801 Virecent Rd
Cantonment, FL 32533
(Name, address and other information)

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions: Insurance provisions as follows:

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

Contractor will provide a copy of their Exemption Certificate and Articles of Incorporation if claiming exception to Workers Compensation requirement. The Division of Workers' Compensation offers an online system for applicants to apply for or renew a Certificate of Election to be Exempt from Florida's Workers' Compensation Law, modify an exemption application, or print their certificate. The website is; wc_exemption@myfloridacfo.com

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

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

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

This shall include coverage for:

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

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

- a. **Santa Rosa County shall be named as an additional insured on the commercial general liability policy, including products/completed operations coverage.**
- b. **Santa Rosa County shall be named as an additional insured on the business auto liability policy.**

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

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

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

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

7.7 PUBLIC RECORDS:

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 (850)983-1925,
wandap@santarosa.fl.gov; 6495 Caroline Street, Suite C, Milton,
Florida 32570.**

(A) The Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(B) Request for records; noncompliance.

1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
2. If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
3. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, as modified herein.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, as modified herein.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated July 2019, included in these Contract Documents.

8.1.4 The Specifications are those contained in the Project Manual dated July 2019, and are incorporated herein.

Old Bagdad Highway Sidewalk LAP Project

8.1.5 The Drawings are included in the Project Manual.

8.1.6 The Addenda are listed as follows: N/A

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

Contractor's Proposals dated August 20, 2019, attached as Exhibit A.

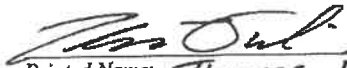
ARTICLE 9 FHWA 1273

This is a Federal Aid Project and is subject to all provisions for Federal Aid Construction Contract known as FHWA 1273 and shall comply with all applicable procedures, guidelines, manuals, standards and directives as described in the FDOT Local Agency Program Manual. The contractor will also be responsible for including these requirements in all subcontracts. A full copy of FHWA 1273 can be found in the project manual attached to this contract.

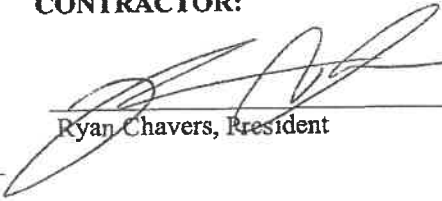
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Engineer for use in the administration of the Contract, and the remainder to the Owner.

CONTRACTOR:

WITNESS:


Printed Name: Thomas Duelling


Printed name: Christian Grimes


Ryan Chavers, Resident

ATTEST:


Donald C. Spencer, Clerk of Court



OWNER: SANTA ROSA COUNTY


Robert A. "Bob" Cole, Chairman

PROJECT MANUAL
CR 191A Old Bagdad
Highway Sidewalk Project
FPID 438114-2-58-01

FEDERAL FUNDS
Santa Rosa County, Florida
Date: November 2021



Santa Rosa County Board of County Commissioners:

Sam Parker	District I
Robert A. "Bob" Cole	District II
James Calkins	District III
David Piech	District IV
Colten Wright	District V

Rebecca Jones, P.E.

County Engineer

TABLE OF CONTENTS

Invitation to Bid.....	00110-1 to 00110-3
Instruction to Bidders.....	00120-1 to 00120-2
Bid Form	00130-1 to 00130-2
Schedule of Unit Prices.....	1
Statement of Public Entity Crimes.....	A1
Cone of Silence	A2
Insurance Requirements.....	1-2
General Provisions.....	1-32
Supplementary Conditions.....	00800-1
Required Contract Provisions (FHWA-1273).....	1-12
LAP Contract Requirements.....	1
Technical Specifications Package.....	1-54
Davis-Bacon Wage Decision.....	1-6
EEO Sample Documents / Worksheets	

SECTION 00110 - INVITATION TO BID

CR 191A Old Bagdad Highway Sidewalk Project

The Board of County Commissioners of Santa Rosa County, Florida will receive sealed bids from qualified licensed contractors for the construction of CR 191A Old Bagdad Highway Sidewalk Project. Project includes sidewalk on one side of the road along Old Bagdad Hwy from Spikes way to Optimus Park (2,900 LF) and a sidewalk on one side of the road along Parkmore Plaza Drive from Old Bagdad Highway to SR 10 (1,250 LF)..

All bids must be original and delivered by hand, Fed Ex, or mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite L, Milton, Florida, 32570; and must be received by **10:00 a.m., December 6, 2021**, at which time bids will be opened and read aloud. All interested parties are invited to attend. Secondary delivery location shall be to Suite M at the above address. Bids are to be sealed and clearly labeled **“ITB 22-004 – CR191A OLD BAGDAD HIGHWAY SIDEWALK PROJECT”**. Bids received after this time will be rejected and returned to the bidder unopened. E-mailed bid responses will be rejected. Please provide the original proposal, labeled “ORIGINAL”, and THREE (3) copies labeled “COPY” (4 total complete packages) along with one (1) electronic file in OCR (readable) PDF format.

Project documents, including drawings and specifications, may be secured by download from the Santa Rosa County Website: <https://www.santarosa.fl.gov/391/Procurement-Office> “Bid Opportunities”. Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to **12:00 p.m. on November 22, 2021**.

A contractor desiring to bid for the performance of this contract must first be certified by the Florida Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes, and Rule 14-22, Florida Administrative Code. Contractors shall be prequalified in the following work classes: Grading, Drainage & Sidewalk. This work includes the construction of concrete sidewalk, grading, milling, resurfacing and installation of storm drain as shown on the project plans and by the project manuals.

This contract is a Federal-Aid project and falls under requirements set forth in the FDOT Equal Employment Opportunity Contract Compliance Manual

Disadvantaged Business Enterprise (DBE) Availability Goal Information is contained in the Project Manual. Please complete, sign, and return the applicable ‘Anticipated DBE Participation Statement’ form and the ‘DBE/MBE Bid Opportunity List’ form which shall be submitted with bid as stipulated in the Project Manual.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4 and related authorities, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to the invitation and will not be discriminated against on the basis of race, color, national origin, religion, sex, age, or disability/handicap in consideration for an award. Further, it is the policy of the County to not discriminate against bidders on the

grounds of race, color, national origin, religion, sex, age, or disability/handicap in consideration for an award. No company will be awarded a contract unless they have an approved DBE Affirmative Action Program Plan ALREADY IN PLACE at the time of bidding. Please review the 'DBE Bid Package' and the Special Provisions for instruction for submission of a DBE Affirmative Action Plan.

Anyone needing special accommodations under the Americans with Disabilities Act of 1990 should send an email to rebeccaj@santarosa.fl.gov or call telephone number (850) 981-7100. Special accommodation requests under the Americans with Disabilities Act should be made at least seven days prior to the public meeting.

There will be a pre-bid conference on **November 16, 2021 at 10:00 A.M.** in the Santa Rosa County Engineering Conference Room, 6051 Old Bagdad Highway, Suite 300, Milton, Florida 32583. At this time, EEO requirements for Federal-Aid projects will be discussed in detail along with many key aspects of the project. All bidders are strongly encouraged to attend the pre-bid conference.

Each bid shall be submitted on the bid form provided and must be accompanied by a Certified Check or bid Bond in the amount of five percent (5%) of the Base Bid, and copies of all required licenses. Such Bid Bond or Check is given with the understanding and agreement that it guarantees: (1) that the bidder will not withdraw his bid for a period of 60 days after the bids have been opened; and, (2) that if his bid is accepted, the Bidder will enter into the written Contract with Santa Rosa County and furnish the required Performance Bond Payment Bond Insurance Certificates, within 60 days after receipt of Notice of Award of his bid. Pursuant to Florida Statutes, Section 255.05, should the contract exceed \$100,000, the Contractor shall be required to execute and record performance and payment bonds. These bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.

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

All bids must include lump sum prices. Unit prices must be submitted for comparison and payment purposes.

The overall project will be awarded to the lowest responsive bidder. If alternate bids are chosen, the alternate bid item(s) will be added to the base bids to determine the overall low bidder.

The Contract form shall be provided by the County Attorney.

Completion Time: The entire project shall be completed with-in One Hundred-Twenty (120) days after Notice to Proceed.

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

Liquidated damages will be established in the Liquidated Damages schedule located within the Technical Specifications Section I. They will be assessed per calendar day for each calendar day after completion date if the work is not substantially complete as certified by the Engineer.

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

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

LEGAL NOTICE

One Issue: Pensacola News Journal: (Three Issues) November 6, 2021, November 13, 2021, November 20, 2021

Santa Rosa Press Gazette: November 6, 2021

Bill and Proof of Publication to Santa Rosa County Procurement Department, 6495 Caroline Street, Suite L, Milton, Florida 32570. Email to; procurement@santarosa.fl.gov

END OF SECTION 00110

SECTION 00120 - INSTRUCTIONS TO BIDDERS

1.00 BID FORMS:

A Bid form is included in these specifications.

Bid documents shall be sealed and clearly labeled with the words “**ITB # 22-004 – CR 191A Old Bagdad Highway Sidewalk Project**”, name of bidder, date, and time of opening so as to guard against the premature opening of any bid. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached.

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

All potential subcontractors whose work will be over \$10,000 shall have an approved DBE/ Affirmative Action Plan in place with FDOT prior to commencing work on the project.

Evidence of all appropriate required licenses, current Business Tax Receipt, notarized Sworn Statement, and Certificate of Competency shall be attached to the Bid Documents (Section 9).

2.00 INTERPRETATION:

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. All requests for information must be made in writing and relayed to the Procurement Office via fax, email, or written letter received prior to the date below. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder’s responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders. The last date to field questions/issue addenda will be **12:00 p.m. on November 22, 2021**, CST. Technical questions should be directed in writing to Procurement Office at bidinfo@santarosa.fl.gov .

3.00 FAMILIARITY WITH LAWS:

It is the Bidder’s responsibility to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner, affect the work. Ignorance thereof the part of the Bidder will in no way relieve him from responsibility.

4.00 EXAMINATION OF DOCUMENTS AND SITE:

Before submitting his bid, the Bidder shall visit the site (s) of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. He shall also examine the drawings, specifications, and other Project Documents to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

5.00 RIGHT TO REJECT PROPOSAL:

The Project will be awarded to the lowest responsive bidder meeting all qualifications set forth in the project manual.

6.00 TIME OF COMPLETION:

The project shall be completed within the time frame provided on the Bid Form and not to exceed One Hundred-Twenty (120) calendar days from the Notice to Proceed date.

7.00 FORM OF AGREEMENT:

The Contract form shall be provided by the County Attorney.

8.00 BID GUARANTEE:

Each bid shall be submitted in triplicate on the bid form provided and must be accompanied by a Certified Check or bid Bond in the amount of five percent (5%) of the Base Bid, and copies of all required licenses. Such Bid Bond or Check is given with the understanding and agreement that it guarantees: (1) that the bidder will not withdraw his bid for a period of 60 days after the bids have been opened; and, (2) that if his bid is accepted, the Bidder will enter into the written Contract with Santa Rosa County and furnish the required Performance Bond Payment Bond Insurance Certificates, within 60 days after receipt of Notice of Award of his bid. Pursuant to Florida Statutes, Section 255.05, should the contract exceed \$100,000, the Contractor shall be required to execute and record performance and payment bonds. These bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.

9.00 FORMS REQUIRED WITH BID SUBMITTAL:

See the Bid Submission Checklist for a list of all required forms

**Santa Rosa County
Insurance Requirements
March 2021**

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

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

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

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

This shall include coverage for:

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

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

- a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.
- b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

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

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

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

Insurance Checklist

“If coverage requirements on the checklist are also checked and if those limits of the specific coverage are higher, then those limits must be purchased and proof of coverage on COI provided”.

Proposal/Project Reference: ITB 22-004 CR 191A Old Bagdad Highway Sidewalk Project

Required Coverage (Marked by “X”)	Minimum Limits
1. <input type="checkbox"/> Workers Compensation Proprietor/Executive Officers Exclusion not allowed	\$100,000. Employers Liab. \$100,000. Accident –Disease \$500,000. Disease policy Limit
2. <input type="checkbox"/> Commercial General Liability Including Premises operations-Products completed ops Contractual Liability and Personal and advertising Liability	\$1,000,000. CSL \$2,000,000. Annual Aggregate
3. <input checked="" type="checkbox"/> Automobile Liability – including Hired and Non-Owned	\$1,000,000. CSL
4. <input type="checkbox"/> Professional Liability coverage	\$1,000,000. Per Occurrence
5. <input type="checkbox"/> Asbestos Removal Liability	\$2,000,000. Per Occurrence
6. <input type="checkbox"/> Medical Malpractice	\$1,000,000 Per Occurrence
7. <input type="checkbox"/> Garage Liability	\$1,000,000. BI/PD- Occurrence
8. <input type="checkbox"/> Garage Keepers Liability	\$500,000. Comprehensive \$500,000. Collision
9. <input type="checkbox"/> Inland Marine- Bailee’s Insurance	\$_____
10. <input type="checkbox"/> Moving and Rigging Floater	Endorsement to CGL
11. <input type="checkbox"/> Crime/Dishonesty Bond	\$_____
12. <input type="checkbox"/> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.	
13. <input type="checkbox"/> Owner’s Protective Liability	\$_____
14. <input type="checkbox"/> Excess/Umbrella Liability	\$_____

General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Engineer and Contractor, (2) between the Owner and a Subcontractor or Sub-Subcontractor, (3) between the Owner and Engineer or (4) between any persons or entities other than the Owner and Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate Contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is

required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document.

1.4 INTERPRETATION

1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an”, but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Engineer shall identify such unsigned Documents upon request.

1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-Subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Engineer or the Engineer's consultants, and unless otherwise indicated the Engineer and the Engineer's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Engineer, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Engineer and the Engineer's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-Subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer and the Engineer's consultants. The Contractor, Subcontractors, Sub-Subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer and the Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Engineer and the Engineer's

consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer's or Engineer's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER

2.1 GENERAL

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Subparagraph **4.2.1**, the Engineer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

2.2.2 Except for permits and fees, including those required under Subparagraph **3.7.1**, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph **12.2** or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph **6.1.3**.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Engineer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph **2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Engineer as a request for information in such form as the Engineer may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Engineer.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Engineer in response to the Contractor's notices or requests for information pursuant to Subparagraphs **3.2.1** and **3.2.2**, the Contractor shall make Claims as provided in Subparagraphs **4.3.6** and **4.3.7**. If the Contractor fails to perform the obligations of Subparagraphs **3.2.1** and **3.2.2**, the Contractor shall pay such costs and damages to the Owner as would have been avoided if

the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Engineer.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAX

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Engineer and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause **3.8.2.1** and (2) changes in Contractor's costs under Clause **3.8.2.2**.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for prior approval by Owner and Engineer Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2 The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Engineer.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Engineer and shall be delivered to the Engineer for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Engineer without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information

contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Engineer.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Engineer's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In the absence of such written notice the Engineer's approval of a resubmission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Engineerure or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings 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 the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph **3.12.10**, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate Contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the

Owner or a separate Contractor except with written consent of the Owner and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Engineer access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Article 11, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, State or Florida, Department of Transportation and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph **3.18**.

3.18.2 In claims against any person or entity indemnified under this Paragraph **3.18** by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph **3.18.1** shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ENGINEER

4.1.1 The Engineer is the person lawfully licensed to practice Engineerure or an entity lawfully practicing Engineerure identified as such in the Agreement and is referred to throughout the Contract Documents as

if singular in number. The term "Engineer" means the Engineer or the Engineer's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

4.1.3 If the employment of the Engineer is terminated, the Owner shall employ a new Engineer against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Engineer.

4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Engineer will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph **12.2**. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph **3.3.1**.

4.2.3 The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Engineer about matters arising out of or relating to the Contract. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate Contractors shall be through the Owner.

4.2.5 Based on the Engineer's evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Engineer will have authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work in accordance with Subparagraphs **13.5.2** and **13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a

decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7 The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs **3.3**, **3.5** and **3.12**. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Engineer will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph **7.4**.

4.2.9 The Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.10 If the Owner and Engineer agree, the Engineer will provide one or more project representatives to assist in carrying out the Engineer's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Engineer shall be furnished in compliance with this Paragraph **4.2**, then delay shall not be recognized on account of failure by the Engineer to furnish such interpretations until **15** days after written request is made for them.

4.2.12 Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

4.2.13 The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right,

adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate claims shall rest with the party making the Claim.

~~4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Engineer and the other party.~~

~~4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.~~

~~4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before Conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Engineer has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer for initial determination, subject to further proceedings pursuant to Paragraph 4.4.~~

~~4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.~~

~~4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Engineer, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Engineer, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.~~

~~4.3.7 CLAIMS FOR ADDITIONAL TIME~~

~~4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.~~

~~4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.~~

~~4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.~~

~~4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.~~

~~4.3.10 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:~~

- ~~1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.~~

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate Contractor or Subcontractors of a separate Contractor.

5.1.2 A Sub-Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-Subcontractor or an authorized representative of the Sub-Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to

whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Engineer makes reasonable objection to such substitute.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph **14.2** and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such assignment, if the Work has been suspended for more than **30** days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall

make such Claim as provided in Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate Contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate Contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a separate Contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate Contractors as provided in Subparagraph 10.2.5.

6.2.5 The Owner and each separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Subparagraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Engineer will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK – THIS SECTION DOES NOT APPLY TO LAP PROJECTS

7.1 GENERAL

~~7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.~~

~~7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Engineer alone.~~

~~7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.~~

7.2 CHANGE ORDERS

~~7.2.1 A Change Order is a written instrument prepared by the Engineer and signed by the Owner, Contractor and Engineer, stating their agreement upon all of the following:~~

- ~~.1 change in the Work;~~
- ~~.2 the amount of the adjustment, if any, in the Contract Sum; and~~
- ~~.3 the extent of the adjustment, if any, in the Contract Time.~~

~~7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.~~

7.3 CONSTRUCTION CHANGE DIRECTIVES

~~7.3.1 A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.~~

~~7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.~~

~~7.3.3 If the Construction Change directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:~~

- ~~.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;~~
- ~~.2 unit prices stated in the Contract Documents or subsequently agreed upon;~~
- ~~.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or~~
- ~~.4 as provided in Subparagraph 7.3.6.~~

~~7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.~~

~~7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.~~

~~7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:~~

- ~~.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;~~
- ~~.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;~~
- ~~.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~
- ~~.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and~~
- ~~.5 additional costs of supervision and field office personnel directly attributable to the change.~~

~~7.3.7. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.~~

~~7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Engineer will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.~~

~~7.3.9 When the Owner and Contractor agree with the determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.~~

7.4 MINOR CHANGES IN THE WORK

~~7.4.1 The Engineer will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.~~

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 The date of Substantial Completion is the date certified by the Engineer in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed with the project expeditiously and continuously with adequate forces and shall achieve Substantial Completion within the Contract Time. Contractor shall progress with and maintain continuous construction even if construction is ahead of the approved construction schedule. If the percentage dollar value of the completed work is 15% or more below the dollar value of work that should have been completed in accordance with the approved construction schedule, further payment under this contract to Contractor shall be suspended until the percentage dollar value of completed work is within 5% of the dollar value of work that should have been completed in accordance with the approved construction schedule.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries; unavoidable casualties or other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to

substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Subparagraph **7.3.8**, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determination of the Engineer, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph **9.5.1**.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has (1) made exhaustive or

continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Subparagraph **9.4.2** cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Subparagraph **9.4.1**. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph **3.3.2**, because of:

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5** damage to the Owner or another Contractor;
- .6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7** persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Engineer.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Subcontractors in a similar manner.

9.6.3 The Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer and Owner on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs **9.6.2, 9.6.3** and **9.6.4**.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

9.7 FAILURE OF PAYMENT

9.7.1 If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Engineer or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit a request for another inspection by the Engineer to determine Substantial Completion.

9.8.4 When the Work or designated portion thereof is substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate, Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Article 11 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Engineer as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner,

the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-Subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses **10.2.1.2** and **10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses **10.2.1.2** and **10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph **3.18**.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph **4.3** and Article **7**.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- .1** claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3** claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4** claims for damages insured by usual personal injury liability coverage;
- .5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7** claims for bodily injury or property damage arising out of completed operations; and
- .8** claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph **3.18**.

11.1.2 The insurance required by Subparagraph **11.1.1** shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph **11.1** shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least **30** days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph **9.10.2**. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.2 INDEMNIFICATION AND INSURANCE

11.2.1. Contractor agrees to save harmless, indemnify, and defend Owner, State or Florida, Department of Transportation and its, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the work done by Contractor under this agreement or by any person, firm or corporation (including but not limited to the Engineer/engineer) to whom any portion of the work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of Owner. Owner and Contractor agree the first \$100.00 of the contract amount paid by Owner to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of Owner by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Santa Rosa County, as well as provide a legal defense for the Owner, both of which will be done only if and when requested by the Owner, for all claims made. Such payment on the behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy.

11.2.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Article **11**. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or offshore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be "A" (excellent) rated with a minimum financial size category of "IX", according to the A. M. Best Key Rating Guide, latest edition. Within ten (10) calendar days after notice of award is received by Contractor and prior to the commencement of work, Contractor shall provide Owner with properly executed certificates of insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said certificates of insurance shall be on forms approved by Owner, such as "Acord Form 25". The certificates of insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the certificates of insurance, with proof that they are authorized representatives thereof. Certificates of insurance shall be mailed to Santa Rosa

County Board of County Commissioners in care of: Hunter Walker, County Administrator, 6495 Caroline Street, Suite D, Milton, Florida 32570. In addition, true and exact copies of all insurance policies required hereunder shall be provided to Owner, on a timely basis, when requested by Owner.

11.2.3. The certificates of insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given Owner of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

11.2.4. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the Owner applicable to this project. The acceptance by Owner of any certificate of insurance does not constitute approval or agreement by the Owner that the insurance requirements have been satisfied or that the insurance policy shown on the certificate of insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the project site unless and until the required certificates of insurance are received by the Owner

11.2.5. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of the Subcontractor's work, insurance of the types and to the limits specified in Article 11, unless such insurance requirements for the Subcontractor is expressly waived in writing by the Owner. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the Santa Rosa County Board of County Commissioners as an additional insured and shall contain severability of interest provisions. The Board of County Commissioners shall also be designated as certificate holder with the address of 6495 Caroline Street, Suite M, Milton, Florida 32570. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the work, renewal certificates of insurance and, if requested by Owner, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

11.2.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the county division of risk management. "Claims made" policies, if approved by the risk manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

11.2.7 Should at any time the Contractor not maintain the insurance coverages required herein, the Owner may terminate the agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the Owner to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

11.2.8 Contractor shall submit to Owner a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or Subcontractor under the Contract Documents.

11.2.9 Duty to Provide Legal Defense. The Contractor agrees to pay, to Santa Rosa County, as well as provide a legal defense for the Owner, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the Owner, for all claims as described in paragraph 13.1. Such

payment on the behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy.

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 BONDS.

11.3.1 Contractor shall provide performance and payment bonds, in the form prescribed in Exhibit B, in the amount of 100% of the contract amount, the costs of which to be paid by Contractor. The performance and payment bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided; however, the surety shall be rated as "A" or better and Class XII or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy holders surplus, all as reported in the most current best key rating guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

11.3.2 If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

11.3.3 As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the performance and payment bonds. The bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for the Engineer's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Engineer has not specifically requested to examine prior to its being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate Contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1 The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION – THIS SECTION DOES NOT APPLY TO LAP PROJECTS

~~12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date~~

~~of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Engineer, the Owner may correct it in accordance with Paragraph 2.4.~~

~~12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.~~

~~12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.~~

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Subparagraph 13.2.2, neither party to the Contract shall assign the

Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Engineer timely notice of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph **13.5.1**, the Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Engineer of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. Such costs, except as provided in Subparagraph **13.5.3**, shall be at the Owner's expense.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs **13.5.1** and **13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer.

13.5.5 If the Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Engineer will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2** Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3** After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph **3.5**, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph **12.2**, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of **30** consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons.

- .1** issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2** an act of government, such as a declaration of national emergency which requires all Work to be stopped;
- .3** because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph **9.4.1**, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4** the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph **2.2.1**.

14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph **14.3** constitute in the aggregate

more than 100 percent of the total number of days scheduled for completion, or **120** days in any 365-day period, whichever is less.

14.1.3 If one of the reasons described in Subparagraph **14.1.1** or **14.1.2** exists, the Contractor may, upon seven days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner only as provided in Subparagraph **14.3.1**.

14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner only as provided in Subparagraph **14.3.1**.

14.2 TERMINATION FOR DEFAULT.

14.2.1 Contractor shall be considered in material default of the agreement and such default shall be considered cause for Owner to terminate the agreement, in whole or in part, as further set forth in this section, if Contractor: (1) fails to begin the work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the work as directed by the Owner or as provided for in the approved progress schedule; or (3) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the work; or (5) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (10) materially breaches any other provision of the Contract Documents.

14.2.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which Owner, in its sole discretion, may choose.

14.2.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the contract amount, and if such expenditures exceed the unpaid balance of the contract amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the contract amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or Owner, as the case may be, and this obligation for payment shall survive termination of the agreement.

14.2.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

14.2.5 If, after notice of termination of Contractor's right to proceed pursuant to this section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor below under subsection **14.3.1**, termination for convenience.

14.3 TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

14.3.1. Owner shall have the right to terminate this agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

14.3.2. Owner shall have the right to suspend all or any portions of the work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the agreement with respect to that portion of the work which is subject to the ordered suspension.

SECTION 00800 SUPPLEMENTARY CONDITIONS

1.0 GENERAL CONDITIONS:

The following conditions supplement, modify, change, delete from or add to the General Conditions of the Contract, Articles 1 through 14. Where an Article of the General Conditions is modified or a Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplement, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

2.0 ELIGIBLE STEEL TRUSS PEDESTRIAN BRIDGE PRODUCERS

Included in the plan set are Pedestrian Bridge Data Sheets submitted by bridge producers eligible to participate in this project. Producers who fail to submit a data sheet are excluded from participation. No Cost Savings Initiative Proposal will be accepted for the truss superstructure portion of the project. Contact information for the eligible producers is included in the data sheet.

3.0 WORKING DRAWING SUBMITTAL

Prior to fabrication the Contractor's Engineer of Record must submit signed and sealed superstructure working drawings, technical specifications, and design calculations to the Engineer for review and approval.

2.0 FORM OF CONTRACT AND BONDS:

The contract form as furnished by Santa Rosa County shall be utilized. Performance and Payment Bond forms as approved by Santa Rosa County shall be utilized.

3.0 MAINTENANCE OF TRAFFIC:

Contractor shall coordinate fully with the Santa Rosa County Engineering Department for maintenance of traffic during all phases of construction. Particular concern shall be given to peak hour through traffic and localized access. FDOT Index 102-602 shall be observed for sidewalk work along the shoulder. Work within the travel way will be in accordance to FDOT Index 102-603.

4.0 FDOT QUALITY CONTROL REQUIREMENTS:

The contractor will be required to submit a Quality Control Plan to the Engineer for review and approval prior to starting construction. The QC plan shall be in accordance with the July 2020 FDOT Specifications, Section 105. No materials shall be incorporated into the project prior to the Engineer's approval of the contractor's QC plan.

5.0 FEDERAL REQUIREMENTS:

This project involves Federal Funding. There are specific contract administration requirements outlined throughout the project manual. In the event the requirements in the General Conditions conflict with the federal requirements, the federal requirements will be followed. Conflicts between the General Conditions and the Technical Specifications Section shall fall in favor of the Technical Specifications section as these are Federal Requirements within the LAP Program. Failure to follow these requirements may result in progress payments being withheld until satisfaction of said requirements is met the contractor or subcontractors.

6.0 INSPECTOR GENERAL COOPERATION:

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

END OF SECTION 00800

**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 contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

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

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

LAP CONTRACT REQUIREMENTS

CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP

The Local Agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

LOCAL / STATE HIRING PREFERENCE

The Local Agency or Owner shall not have any state or local hiring preference regarding this contractor as it relates to 23 CFR 635.117.

PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

PUBLICLY OWNED EQUIPMENT

Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

STATE (FLORIDA OR OTHER) PRODUCED MATERIALS

Materials or articles produced by Florida state forces shall not be favored to the exclusion of comparable materials or articles produced outside of the state.

STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS

The local agency cannot provide materials. All materials must be provided by the contractor.

CONFLICT OF INTEREST

Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

INDEMNIFICATION (LAP agreement Section 15 requirement)

"To the fullest extent permitted by law, the Recipient's contractor shall indemnify and hold harmless the Recipient, 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 by the contractor in the performance of this Contract."

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 the Recipient's sovereign immunity."

RECORD RETENTION

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

October 25, 2021
PREPARED BY: Michael D Wilson, PE
Christopher Coughlin, PE
Brian Brantley, PE



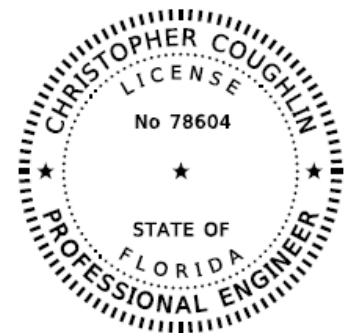
SPECIFICATIONS PACKAGE
Contract Number: N/A
FINANCIAL PROJECT ID(S).438114-2-58-01
FEDERAL FUNDS
DISTRICT THREE
SANTA ROSA COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the July 2021 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

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

This item has been digitally signed and sealed by Christopher Coughlin, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: October 25, 2021
State of Florida,
Professional Engineer, License No.: 78604
Firm/Agency Name: Scalar Consulting Group Inc.
Firm/Agency Address: 13337 North 56th Street
City, State, Zip Code: Tampa, FL 33617
Page(s): 1-71



LAP DIVISION 1 SPECIFICATIONS.	3
FROM SECTION 1 – DEFINITIONS AND TERMS:	4
FROM SECTION 4 (ALTERATION OF WORK).	5
FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).....	15
FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).	21
FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING).....	22
FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).	33
FROM SECTION 9 (PARTIAL PAYMENTS).	37
120 EARTHWORK AND RELATED OPERATIONS FOR LAP (Class - D).	39
334 ASPHALT CONCRETE FOR LAP (Class - D).....	53
344 CONCRETE FOR Local AGENCY PROGRAM (LAP) (Class - D).	65
THIS COMPLETES THIS SPECIFICATIONS PACKAGE	71

LAP DIVISION 1 SPECIFICATIONS.

(REV 4-22-21) (7-21)

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: Santa Rosa County

Engineer: Christopher Coughlin, PE

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.

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

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and

required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”.

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

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

FROM SECTION 4 (ALTERATION OF WORK).

4-3 Alteration of Plans or of Character of Work.

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

The term “significant change” applies only when:

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

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

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

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

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2,

submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

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

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

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

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

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

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

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

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

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

all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

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

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

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

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

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

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

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

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

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

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

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

B = Original Contract Time
C = 8%
D_s = Average Overhead Per-Day

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

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

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

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

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

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

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

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

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if

the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life,

reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credit to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and

the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably

necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling

work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - a. documented additional job site labor expenses;
 - b. documented additional cost of materials and supplies;
 - c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
 - d. any other additional direct costs or damages and the documents in support thereof;
 - e. any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted

by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of

such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;

14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

15. Cash disbursements journal;

16. Financial statements for all years reflecting the operations on this project;

17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply–Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe,

prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING)

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/deo112468a91904c88e94148b94569982fdff3d2.pdf?sfvrsn=6b78d1d6_2

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife

Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department’s investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor’s responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL20210186	All highway work under this contract.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

7-24 Disadvantaged Business Enterprise Program.

~~7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:~~ Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

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

~~7-24.3 Plan Requirements:~~ Include the following in the DBE Affirmative Action Program Plan:

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.~~

~~2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~

~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~_____ e. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~_____ d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~_____ e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
 2. the number of subordinated Contracts on Department projects awarded to DBEs;
 3. the dollar value of the Contracts awarded to DBEs;
 4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
 5. a description of the general categories of Contracts awarded to DBEs;
- and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the

Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as

Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination.

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training

program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

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

Pursuant to Title 46 CFR 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to

this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

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

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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

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

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier

Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

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

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

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

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

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

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

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

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer’s acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department’s consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

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

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

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

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

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays

may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

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

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

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

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a

detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department’s analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department’s determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department’s determination was without any reasonable factual basis.

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

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

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

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

FROM SECTION 9 (PARTIAL PAYMENTS).

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

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

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

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than \$5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

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

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Florida Department of Transportation.”

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

**120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D).
(REV 4-20-21) (FA 7-13-21) (1-22)**

SECTION 120 is deleted and the following substituted:

**SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)**

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

If the proposal does not show subsoil excavation or lateral ditch excavation as separate items of payment, include such excavation under the item of regular excavation.

If the proposal shows lateral ditch excavation as a separate item of payment but does not show channel excavation as a separate item of payment, include such excavation under the item of lateral ditch excavation. Otherwise, include channel excavation under the item of regular excavation.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

120-2.2.1 Roadway Excavation: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

120-2.2.2 Borrow Excavation: Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For pond and ditches that identify the placement of a blanket material, consider the finished grading template as the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the Plans as the removal limits, of ± 0.2 foot in depth and ± 6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the

backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the Plans, or if the Plans do not indicate the method of disposal, then take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-5.1, when approved by the Engineer, in rural undeveloped areas, the Contractor may place muck (A-8 material) on the slopes, or store it alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the Contractor dresses the muck to present a neat appearance. In addition, the Contractor may also dispose of this material by placing it on the slopes in developed areas where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the 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.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).
3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-½ inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

As far as practicable, distribute traffic over the work during the construction of embankments 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.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements:

Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Table 120-1			
Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit < 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
 - a. All five tests must meet the density required by 120-10.5.
 - b. Identify the test section with the compaction effort and soil classification in the project’s records.
4. Obtain Engineer’s approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor’s use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe

compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

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 in the Standard Plans as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the

compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

Table 120-2					
Group	AASHTO Soil Class	Maximum Lift Thickness		Thick Lift Control Test Section Requirements	
		Within Cover Zone	Above Soil Envelope	Within Cover Zone	Above Soil Envelope
1	A-3	6 inches	12 inches	N/A	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)				
2	A-1	6 inches without control test section	N/A	N/A	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve > 15%)				
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6				
	A-7 (Liquid Limit < 50)				

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually, it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is the backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Standard Plans, Index 120-001.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-7.3;
- 2) material placed outside the standard minimum slope as specified in 120-7.2.4;
- 3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

**334 ASPHALT CONCRETE FOR LAP (CLASS - D).
(REV 6-18-21) (FA 7-2-21) (1-22)**

SECTION 334 is deleted and the following substituted:

**SECTION 334
ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)**

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1 Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5 ⁽¹⁾	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 ⁽¹⁾ Friction Mixes: Types FC-9.5 or FC-12.5 ⁽¹⁾	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

- Traffic Level E can be substituted for Traffic Level D.
- Traffic Level D or E can be substituted for Traffic Level C.
- Traffic Level C can be substituted for Traffic Level B.
- Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

- Type SP-9.5, FC-9.5 9.5 mm
- Type SP-12.5, FC-12.5 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

- where:
- t = Thickness (in.) (Plan thickness or individual layer thickness)
 - G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

- Type SP-9.5, FC-9.5 1 to 1-1/2 inches

Type SP-12.5..... 1-1/2 to 3 inches
Type FC-12.5 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5..... 3/8 to 2 inches
Type SP-12.5..... 1/2 to 3 inches
Type SP-19.0..... 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <https://mac.fdot.gov/>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-17, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements

defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-17, Table 4. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M 323-17, Table 4, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M 323-17, Table 5. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyrotory Compaction: Compact the design mixture in accordance with AASHTO T 312-19, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyrotory molds in accordance with AASHTO T 312-19.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M 323-17, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323-17, Table 7. N_{initial} and N_{maximum} requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.
2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component, as identified in the Department's aggregate control program.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.
10. The name of the Construction Training Qualification Program (CTQP) mix designer.

- 11. The ignition oven and maximum specific gravity (Gmm) calibration factors.
- 12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3. The minimum ambient temperature requirement may be reduced by 5°F when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤ 1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40
FC-5 ⁽¹⁾	65
⁽¹⁾ As an exception, place the mixture at temperatures no lower than 60°F, only when approved by the Engineer based on the Contractor’s demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55°F when using warm mix technology, if agreed to by both the Engineer and the Contractor.	

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table 334-4. Notify the Engineer of the rejection immediately.

Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature ±30 F

Roadway (mix in truck)	Compaction Temperature $\pm 30^{\circ}\text{F}$
------------------------	---

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control application rate within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.05 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.07
	Concrete Pavement	0.09
Open Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Surface	0.08

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if

the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints: Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (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 FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (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 with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 1.50
Roadway Density (daily average)	Minimum 91.5% of G _{mm}
Roadway Density (any single core)	Minimum 88.0 % of G _{mm}

334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (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 334-7.3.1. The

Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-9 Basis of Payment.

334-.1 General: Price and payment will be full compensation for all the work specified under this Section.

**344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D).
(REV 6-9-2021) (FA 7-2-21) (1-22)**

SECTION 344 is deleted and the following substituted:

**SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)**

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table ⁽⁷⁾				
Class of Concrete	28-day Specified Minimum Compressive Strength (f _c ') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd ³)	Target Slump Value (inches) ⁽³⁾
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I ⁽¹⁾	3,000	0.53	470	3 ⁽²⁾
I (Pavement)	3,000	0.50	470	1.5 or 3 ⁽⁵⁾
II ⁽¹⁾	3,400	0.53	470	3 ⁽²⁾
II (Bridge Deck)	4,500	0.44	600 ⁽⁸⁾	3 ⁽²⁾
III ⁽⁴⁾	5,000	0.44	600 ⁽⁸⁾	3 ⁽²⁾
III (Seal)	3,000	0.53	600 ⁽⁸⁾	8
IV	5,500	0.41 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
IV (Drilled Shaft)	4,000	0.41	600 ⁽⁸⁾	8.5
V (Special)	6,000	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
V	6,500	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
VI	8,500	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
VII	10,000	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾

Notes:

- (1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.
- (2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.
- (3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.
- (4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).
- (5) Meet the requirements of Section 350 of FDOT Specifications.
- (6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.
- (7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.
- (8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd³ and 510 lb/yd³, respectively.

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for

approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (NOAA) predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).
4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.
5. A copy of the documentation certifying the admixture weighing/measuring devices.
6. Aggregate moisture control records including date and time of test.
7. Manufacturer's mixer information.
8. Certification documents for admixture weighing and measuring dispensers.
9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

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

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**

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.....	\$ 11.63	0.00
LABORER: Common or General.....	\$ 10.01	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.....	\$ 14.69	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.07	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.10	1.89
OPERATOR: Bulldozer.....	\$ 14.25	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.....	\$ 15.36	0.00
OPERATOR: Loader.....	\$ 11.78	0.00
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).....	\$ 13.07	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 17.02	0.00

OPERATOR: Roller.....	\$ 12.13	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.40	0.00
OPERATOR: Trencher.....	\$ 16.04	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.00	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.

=====

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

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.
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.

=====

END OF GENERAL DECISION

..

EEO SAMPLE DOCUMENTS AND WORKSHEETS

The following are items that will be required during the course of the bidding/construction process. The EEO requirements for this project are limited to the list below. These are example worksheets/forms to use while preparing your bid/construction documents.

EEO Policy and Procedure Sample

EEO Compliance Manual Tables 1.7.6.1-5

Inspection Report for Job Site Bulletin Board - Form 275-021-10

Contractor's Project EEO Report – Form 275-010-12

Certification Compliance with Equal Employment Opportunity Provisions on Federal Contracts - Form 700-011-13

Employee Interview – Form 700-010-63

Certification of Sublet Work – Form 700-010-36

Notice of Rental Agreement – Form 700-010-11

Contractor Notification to FDOT for Use of Temporary Employment Agency / Day Laborers – Form 275-021-15

Anticipated DBE Participation Statement – LAP – Form 275-030-12

DBE Bid Package Information – Form 275-030-11

LAP Certification of Current Capacity – Form 525-010-46

Certification of Disclosure of Lobbying Activities – Form 375-030-33

Disclosure of Lobbying Activities – Form 375-030-34

Non-Collusion Declaration and Compliance with 49 CFR – Form 575-060-13

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Form 375-030-32

hereafter referred to as ‘the Company’ or ‘this Company’ has adopted this policy and procedure

Date:

By:

EEO POLICY STATEMENT

It is the policy of this Company to comply and cooperate to the fullest extent with all applicable regulations of the Equal Employment Opportunity Provisions of the Civil Rights Act of 1964, Executive Order 11246, the Rehabilitation Act of 1973 (29 U.S.C. 793), the Americans with Disabilities Act (ADA) of June 26, 1990 and the Vietnam Era Veterans Readjustment Assistance Act of 1972, all as amended. This policy pertains, as far as the responsibility of this Company is concerned, to any arrangement under which employees, including trainees, are selected for work.

It is the policy of this Company not to discriminate against any employee or applicant for employment because of race, religion, color, age, sex, and national origin, disabilities or Vietnam Era and Special Disabled Veterans status.

This Company will take affirmative action to assure equal employment opportunity to all qualified persons, and that employees are treated equally during employment without regard to their race, religion, color, age, sex, national origin, disabilities, or Vietnam Era and Special Disabled Veteran’s status. Such action shall include but not be limited to:

1. Employment, upgrading, demotion, or transfer
2. Recruitment and recruitment advertising
3. Layoff or termination
4. Rate of pay or other forms of compensation
5. Selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training

EEO OFFICER DUTIES

It is the policy of this Company to continuously maintain the appointment of an Equal Employment Opportunity Officer (EEO Officer). The name and contact information for the EEO Officer will be communicated along with this policy. The EEO Officer has responsibility for effectively administering and promoting an active program of equal employment opportunity. The EEO Officer will coordinate the EEO efforts of superintendents, supervisors, foremen and others in the position of hiring personnel

This Company's EEO Officer has the responsibility for effectively administering and promoting an active program of equal employment opportunity within the Company. The EEO Officer will make recommendations, where appropriate, to correct any deficiencies found in the Company's program. The EEO Officer will ensure that this policy and procedure are being carried out.

EEO Procedure

It is the policy of this Company that there not be any discrimination by virtue of race, religion, color, age, sex, national origin, disabilities or Vietnam Era and Special Veterans status, in the functions of hiring, placement, up-grading, transfer or demotion. In addition, there shall not be any discriminatory practices in recruitment, advertising, or solicitation for employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination, or treatment during employment. The Company has affirmative action obligations in the hiring of minorities, females, disabled and veteran's applicants.

We will not use goals, timetables or affirmative action standards to discriminate against any person because of their race, religion, color, age, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status.

This Company shall take specific affirmative action's to ensure equal opportunity. Our compliance with this policy and pprocedure shall be based upon our efforts to achieve maximum results from our actions and we shall document our efforts fully. This Company will implement specific affirmative action steps, at least as extensive as the following actions to ensure equal employment opportunity:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all times and in all facilities at which our employees are assigned to work. We shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out our obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when we have employment opportunities available, and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and females off-the-street applicant or female referral from a union and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the Union hiring hall for referral and was not referred back to the company by the union or, if referred, not employed by the Company, this shall be documented in the file with the reason therefore, along with whatever additional actions the company may have taken.

4. When applicable, provide immediate written notification to the Director when the union or unions with which we have a collective bargaining agreement have not referred to us a minority person or woman sent by us, or when we have other information that the union referral process has impeded our efforts to meet our obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the company's employment needs, especially those programs funded or approved by the Department of Labor. We shall provide notice of these programs to the sources complied under "2" above.
6. Disseminate the Company EEO Policy notice by providing notice to the unions and training programs and requesting their cooperation in assisting us in meeting our EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the Company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
8. Disseminate the Company EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the company EEO policy with other contractors and subcontractors with whom the company does or anticipates doing business.
9. Direct our recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to female recruitment and training organizations serving our recruitment area and our employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, we shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. We will encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of our workforce.

11. Validate all test and other selection requirements meet the requirements of 41 CFR Part 60-300.
12. Conduct at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and our obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the company EEO policies and affirmative action obligations.

RECORDS

This Company will keep records to monitor all employment related activity to ensure that the company's EEO policy is being carried out. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates and changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

REPORTING OF COMPLAINTS

If at any time anyone feels he or she has been discriminated against because of sex, race, religion, color, age, national origin, disabilities, or Vietnam Era and Social Disabled Veteran status, they should report this matter to the company EEO Officer whose name and contact information is communicated along with this policy.

The EEO Officer will investigate all complaints of alleged discrimination made to the company in connection with its contractual obligations. The EEO Officer will attempt to resolve such complaints, corrective actions to be taken, and will then follow up on actions taken and their effect. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the EEO Officer will inform every

complainant of all of their avenues of appeal. The following are the addresses for avenues for appeals.

<p>Company EEO Officer</p> <p>See name and contact information subsequently shown or posted.</p>	<p>Florida Commission on Human Relations 4075 Esplanade Way, Room 110 Tallahassee, FI 32399</p> <p>(850) 488-7082 or (800) 342-8170</p>
<p>U.S. Dept. of Labor, Regional Director Office of Federal Contract Compliance 61 Forsyth Street, SW, Room 7B-75 Atlanta, GA 30303</p> <p>(404)-893-4545</p>	<p>Federal Highway Administration Florida Division 545 John Knox Road Suite 200 Tallahassee, FI 32303</p> <p>(850) 553-2200</p>
<p>U.S. Equal Employment Opportunity Commission Miami District Office 100 SE 2nd Street Suite 1500 Miami, FI 33131</p> <p>(800) 669-4000</p>	<p>U.S. Equal Employment Opportunity Commission Tampa District Office 501 East Polk Street, Suite 1000 Tampa, FI 33602</p> <p>(800) 669-4000</p>

has made the following designation in accordance with the EEO Policy and Procedure

Date:

By:

EQUAL EMPLOYMENT OPPORTUNITY OFFICER:

EEO OFFICER

NAME:

ADDRESS:

EMAIL ADDRESS

PHONE:

Table 1.7.6.1

Summary of DBE Requirements		FEDERALLY FUNDED		STATE FUNDED	
		P R I M E	Sub-contract (\$10,000+) Rental (\$10,000 +) with operator Suppliers or Subs (under \$10k) or Rental w/out operator Agencies supplying job site workers	P R I M E	Subcontract (\$10,000+) Rental (\$10,000 +) with operator Suppliers or Subs (under \$10k) or Rental w/out operator Agencies supplying job site workers
PROGRAM ELEMENT	TIME FRAME				
DBE /AA Plan	Initial submission before submission of bid	Y E S	NO	Y E S	NO
DBE Liaison Officer	Initial appointment at time of DBE/AA Plan adoption and throughout the term of the contract	Y E S	NO	Y E S	NO
Bid Opportunity List	Submitted using the EOC System.	Y E S	NO	Y E S	NO
DBE Commitments	Initially submitted in the EOC System before the Preconstruction Conference. Maintained throughout the contract. Updates will automatically occur in the EOC system.	Y E S	NO	Y E S	NO
Actual Payments to DBE's	Monthly entry of payments to DBEs in the EOC System	Y E S	NO	Y E S	NO
Commercially Useful Function Review (CUF)		YES	YES	NO	NO
Footnotes:					
Y E S	Data is submitted in timeframe specified				

Table 1.7.6.2

Summary of Company EEO Requirements		FEDERALLY FUNDED				STATE FUNDED			
		P R I M E	Sub Contractor (\$10,000+)	Supplier	Agencies supplying job site workers	P R I M E	Subcontractor (\$10,000+)	Supplier	
Rental Agreement (\$10,000 +) with operator	Sub Contractor (under \$10,000)		Rental w/out operators	Subcontractor (under \$10,000)				Rental w/out operators	Agencies supplying job site workers
EEO/ AA Policy & Plan	Comply as Required by FHWA- 1273	Y E S	Y E S	NO	NO*	NO	NO	NO	
EEO Officer	Initial appointment before 1 st work day	Y E S	Y E S	NO	NO*	Y E S	Y E S	NO	
Supervisory and Personnel Office EEO Meetings	Initial Meeting prior to 1 st workday. Subsequent meetings at 6-month Intervals; new appointees within 30 days	Y E S	Y E S	NO	NO*	NO	NO	NO	
Company Wide EEO Report	To be made available upon request for a compliance review or determination of OJT.	Y E S	Y E S	NO	NO*	NO	NO	NO	
Contractor Recruitment Program	Initiate before 1 st workday. Records to be made available upon request of FDOT or FHWA.	Y E S	Y E S	NO	NO	NO	NO	NO	
Non-segregated facilities	Throughout the term of the contract(s)	Y E S	Y E S	NO	Y E S	NO	NO	NO	
Analysis for Non-discrimination	Throughout the term of the contract(s)	Y E S	Y E S	NO	NO*	NO	NO	NO	
Footnotes:									
Y E S	Data is submitted in timeframe specified								
Y E S	Data is not routinely submitted to FDOT but records reflecting compliance are required.								
*	Covered under data of employing contractor								

Table 1.7.6.3

Summary of Project EEO Requirements		FEDERALLY FUNDED				STATE FUNDED		
		P R I M E	Sub Contractor (\$10,000+)	Supplier	Agencies supplying job site workers	P R I M E	Sub Contractor (\$10,000+)	Supplier
Rental Agreement (\$10,000 +) with operator	Subs (under \$10,000)		Rental w/out operator	Subcontractor (under \$10,000)			Rental w/out operators	Agencies supplying job site workers
Job Site Bulletin Board	In place on or before workers first appear on the project; removed when workers are no longer on the project.	Y E S	Y E S	NO	NO*	NO	NO	
Annual July EEO Report (FHWA 1391)	Due by August 20 th	Y E S	Y E S	NO	Included on Report of employing contractor if OJT the week reported	NO	NO	
EEO Information to Project Personnel	Routinely inform employees of EEO; no specified interval;	Y E S	Y E S	NO	Included in communications of employing contractor	NO	NO	
Project EEO Report(s)	To be made available upon request.	Y E S	Y E S	NO	Included on Report of employing contractor if OJT the week reported	NO	NO	
<u>Footnotes:</u>								
Y E S	Data is submitted in timeframe specified							
Y E S	Data is not routinely submitted for contracts let Jan. 2005 - August 2012 (i.e. Element is included in Certification of Compliance).							

Table 1.7.6.4

Summary of OJT Training Requirements		FEDERALLY FUNDED (Contract of at least \$2 million and 275 days)		STATE FUNDED OJT may be authorized on a voluntary basis for banking purposes provided the Contract is at least \$2 million and 275 days and an RCS is avail. To monitor	
		P R I M E	Sub- contractor Enrolling & Instructing a Trainee	P R I M E	Sub-contractor Enrolling & Instructing a Trainee
PROGRAM ELEMENT	TIME FRAME				
Company Wide EEO Report	Due as requested and/or at or before Training Evaluation Meeting	Y E S	Y E S	Y E S	Y E S
Post Pre-Construction Training Evaluation Meeting	Conducted no more than 30 days prior to beginning construction or at another date agreeable to attendees. Meeting minutes are distributed with 14 days of their finalization with initial minutes issued as soon as practical and 14 days provided for requests to revise	Y E S	Y E S	Y E S	Y E S
OJT Training Schedule	Due or developed at or within ten days of the Training Evaluation Meeting. Schedule Revisions are due when events are missed by 14 or more days, the use of additional classifications is requested or trainees terminate.	Y E S	Y E S	Y E S	Y E S
Proficiency Statements for each Training Classification on the OJT Schedule	Due or developed at or within ten days of the Training Evaluation Meeting for each training classification listed on the Schedule. Proficiency statements for additional classifications accompany OJT Schedule Revisions.	Y E S	Y E S	Y E S	Y E S
Notification of Trainee Personnel Action	Due within seven days of proposed effective date; Request to Graduate is due once minimum hours are accumulated and satisfactory observation occurs.	Y E S	Y E S	Y E S	Y E S
Request for Proficiency Observation	First and second observation requests may be submitted based on trainee readiness and accumulation of at least minimum hours. Third and subsequent observation requests require accumulation of maximum hours.	Y E S	Y E S	Y E S	Y E S
Trainee Monthly Time Reports	Due on the 10 th day of the month for each month following enrollment of the trainee up to graduation of trainee	Y E S	Y E S	Y E S	Y E S
Footnotes:					
Y E S	Data is submitted in timeframe specified				

Table 1.7.6.5

Summary of Payroll & Wage EEO Requirements		FEDERALLY FUNDED				STATE FUNDED		
		PRIME	Sub Contractor (all dollar amounts)	Supplier	Agencies supplying job site workers	PRIME	Sub Contractor (all dollar amounts)	Supplier
TIME FRAME	Rental Agreement with operator (all dollar amounts)		Rental w/out operators	Rental Agreement with operator (all dollar amounts)			Rental w/out operators	Agencies supplying job site workers
Employee Interview of craft and laborer Workers	Conducted each month. This form is completed by FDOT or representative	YES	YES	NO	YES	NO	NO	
Certified Payrolls	Due 7 days after regular pay day for each week in which any contract work is performed	YES	YES	NO	YES	NO	NO	
Additional classification Request	As needed during the term of the contract and after contract award	YES	YES	NO	YES	NO	NO	
Request to USDOL for Authorization of Payroll Deductions	Prior to employing workers on the project and as needed to ensure continuity of authorization.	YES	YES	NO	YES	NO	NO	
Supplemental Certified Payrolls submitted to resolve Payroll Violation(s)	Due within twenty (20) calendar days following receipt of payroll violation notification (FDOT form 700-010-59)	YES	YES	NO	YES	NO	NO	
Footnotes:								
YES	Data is submitted in timeframe specified							

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
INSPECTION REPORT FOR JOB SITE BULLETIN BOARD

SECTION 1		PROJECT			SECTION 2		INSPECTOR			
Prime Contractor					Name & Title of Person performing inspection					
Financial Project #.			County		Date Inspected (M/D/Y)					
Circle applicable wage tables HIGHWAY HEAVY WATER/SEWER BUILDING					Photos Taken? (attach to Inspection Report)			Yes No		
SECTION 3		LOCATION & STYLE			SECTION 4		CONDITION			
Specific Location (Road/Street)					Access to fixture is clear			Yes No		
Location is within Project Limits? Yes No					Protective cover is in good condition			Yes No		
					Documents are at readable height			Yes No		
Describe style of fixture & covering					Documents are not faded /water stained			Yes No		
Comments Section 3					Each document is clearly / fully displayed			Yes No		
					Comments Section 4					
SECTION 5		FDOT REQUIRED POSTERS			SECTION 6		WAGE INFORMATION			
EEO Is The Law and Supplement			Yes No		Is each page of every Wage table posted?			Yes No		
Fl. Law Prohibits Discrimination (bi-lingual)			Yes No		Is Additional Wage Decisions Posted?			Yes No		
Notice			Yes No		Number of Additional Classifications listed					
Employee Rights Under Davis Bacon			Yes No		SECTION 7		US DEPT OF LABOR POSTERS			
Wage Determination Appeals			Yes No		Family & Medical Leave Act Rights			Yes No		
<i>(ARRA projects only)</i> ARRA Whistleblowers Poster			Yes No		OSHA Safe Healthful Workplace in English & Spanish			Yes No		
Comments -Sections 5-6 or 7:					Employee Polygraph protections			Yes No		
SECTION 8		EEO OFFICERS LIST (FDOT FORM # 275-020-28) Prior to Inspection, list each Subcontractor								
Name of Contractor	Co. Name	Officer's Name	Address	Phone #	Name of Contractor	Co. Name	Officer's Name	Address	Phone #	
PRIME	Yes No	Yes No	Yes No	Yes No		Yes No	Yes No	Yes No	Yes No	
	Yes No	Yes No	Yes No	Yes No		Yes No	Yes No	Yes No	Yes No	
	Yes No	Yes No	Yes No	Yes No		Yes No	Yes No	Yes No	Yes No	
	Yes No	Yes No	Yes No	Yes No		Yes No	Yes No	Yes No	Yes No	
	Yes No	Yes No	Yes No	Yes No		Yes No	Yes No	Yes No	Yes No	
	Yes No	Yes No	Yes No	Yes No		Yes No	Yes No	Yes No	Yes No	
	Yes No	Yes No	Yes No	Yes No		Yes No	Yes No	Yes No	Yes No	
	Yes No	Yes No	Yes No	Yes No		Yes No	Yes No	Yes No	Yes No	
	Yes No	Yes No	Yes No	Yes No		Yes No	Yes No	Yes No	Yes No	
Comments Section 8										
SECTION 9		COMPLIANCE STAFF'S DETERMINATION OF COMPLIANCE								
Compliance Comments										
Is Bulletin Board in Compliance?				Yes No		If 'No' was written notice issued to prime			Yes No	
Compliance Staff Signature								Date of Signature		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMPLOYEE INTERVIEW FORM-LABOR

"Confidential: All information in this form shall remain confidential to the extent permitted by law, including Florida Statutes Chapter 119"

Section A – RCS'S PROJECT IDENTIFICATION

A. Fin. Project #			
B. F.A.P. #		C. Contract #	
D. Prime			

Section B - INTERVIEWER'S IDENTIFICATION

E. Interviewer	First & Last Name (print)	
	Signature	
F. Interviewer's Employer		
G. Date of Interview		

Section 1 - IDENTITY DATA SUPPLIED BY EMPLOYEE

1. Employee	First & Last Name	
	Signature	
2. Employee ID or last four of SS No.		
3. Employed by		
4. How long with the company?		
5. How long on this project?		
6. Employee Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female	
7. Employee Race	<input type="checkbox"/> Caucasian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Am Ind/Al <input type="checkbox"/> Asian <input type="checkbox"/> 2/+races <input type="checkbox"/> Native Hi./P. Islander	

Section 2 - JOB & PAY DATA SUPPLIED BY EMPLOYEE

8. What is your job or position?	
9. How much are you paid an hour?	
10. Are you paid every week?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Do you receive time and ½ for hours worked over 40?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Did the company pay for your hardhat and vest?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Have you seen the project bulletin board with the wage and job posters?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Were you told to give someone money or favors to get this job? Or to keep your job?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 3 - DEDUCTION DATA SUPPLIED BY EMPLOYEE

15. Is money taken from your check for Insurance, loans, uniforms, child support etc?		
<input type="checkbox"/> Taxes <input type="checkbox"/> Insurance <input type="checkbox"/> 401K <input type="checkbox"/> Uniform <input type="checkbox"/> Travel <input type="checkbox"/> Loan/Advances <input type="checkbox"/> Child Support	<input type="checkbox"/> Repayments <input type="checkbox"/> Credit Card Charges <input type="checkbox"/> Per Diem <input type="checkbox"/> Company Purchases <input type="checkbox"/> Safety Equipment <input type="checkbox"/> Alimony <input type="checkbox"/> Stock	<input type="checkbox"/> Charitable Contributions <input type="checkbox"/> Direct Deposits <input type="checkbox"/> Union Fees & Dues <input type="checkbox"/> Transportation <input type="checkbox"/> Other _____

Section 4 - FRINGE DATA SUPPLIED BY EMPLOYEE

16. Are you paid for holidays, sick days, vacation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Does the company pay any of your insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Employee comments/explanations	

Over
➔

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMPLOYEE INTERVIEW FORM-LABOR

"Confidential: All information in this form shall remain confidential to the extent permitted by law, including Florida Statutes Chapter 119"

Section C - INTERVIEWER'S OBSERVATION

H. Describe employee's work you observed at time of interview.

I. List/describe the tools/equipment the employee was using/operating.

No Tools No Equip

J. Interviewer Comments

Section D - RCS' REVIEW & ACTION

K. RCS	First & Last Name	Date
---------------	-------------------	------

L. Payroll vs. Wage Determination Minimum Rate and Fringe

As shown on Payroll:			As indicated in observation ("H" and "I"):		
Classification			Classification		
Rate Paid	Fringe Paid	Total \$ 0.00	Rate Minimum	Fringe Minimum	Total \$ 0.00
WD Rate	WD Fringe	WD Total \$ 0.00	Is the classification shown on the payroll equal to or greater than the classification as observed ("H" and "I")? <input type="checkbox"/> Yes <input type="checkbox"/> No		

If Fringe Benefits are required, how are they paid to the employee? NA – not required Cash Benefits Combination

M. Are there any discrepancies between work observed, tools and equipment used, classification and rate of pay?
 Yes No If yes, please explain.

Discrepancy: <input type="checkbox"/> Improper Classification <input type="checkbox"/> Wages paid <input type="checkbox"/> Not Listed on payroll <input type="checkbox"/> Other:	Was a payroll violation issued? <input type="checkbox"/> Yes Code # _____ <input type="checkbox"/> No
--	---

N. Any concerns from Section 2 or 3? Yes No

O. Comments N/A

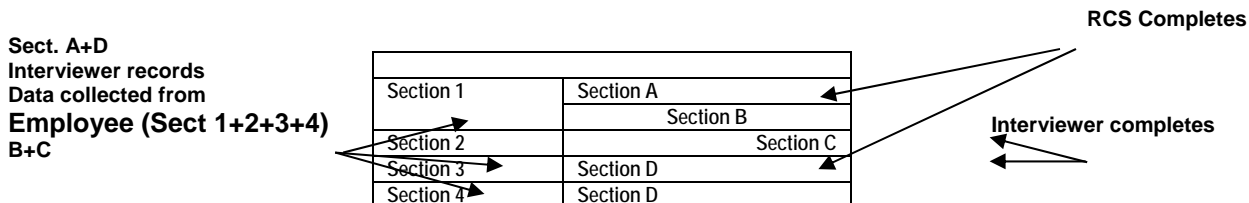
P. Payroll Correction received if applicable: _____ Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMPLOYEE INTERVIEW FORM-LABOR

"Confidential: All information in this form shall remain confidential to the extent permitted by law, including Florida Statutes Chapter 119"

GENERAL

This form should be electronically signed by the employee and the Interviewer.
Data is collected by observing and communicating with project workers and it is recorded on this form to assist in determining EEO and payroll compliance.
The Interviewer records data collected from the employee in Sections 1, 2, 3 & 4
The interviewer completes Section B
The interviewer completes Section C based on the work observed the employee performing
Section A & Section D is completed by the RCS



EMPLOYEE INTERVIEW FORM

Information recorded on the Employee Interview Form is to be kept confidential and separate from standard Compliance program records.

DIRECTIONS FOR COMPLETING FORM

Section A- PROJECT IDENTITY SUPPLIED BY RCS

- The RCS completes this section before giving the form to the Interviewer.
- A. Financial Project No. – The Florida Department of Transportation’s Financial Project Number
 - B. F.A.P. Number – The Federal Aid Project Number assigned to federally funded projects
 - C. Contract Number- FDOT contract number
 - D. Prime Contractor- Name of Prime

Section B-INTERVIEWER’S IDENTIFICATION

- This is the first section that the Interviewer completes
- E. Interviewer’s Name and Electronic Signature.
An electronic signature can be applied by stylus or finger, utilizing Adobe Reader on a computer or iPad.
For more information, visit [<http://www.fdot.gov/construction/Wage.shtm>].
 - F. Interviewers’ Employer: FDOT or CCEI firm on the project
 - G. Date of interview: Month/Day /year

Section 1- IDENTITY DATA SUPPLIED BY EMPLOYEE

- The interviewer records the answers supplied by the employee
1. Employee: Print first and last name & have employee electronically sign below their name.
 2. Employee Identification number or last four of Social Security number.
 3. Employed by: name of the contractor or temporary agency the employee is working for.
 4. How long with Company? Months and/or years employee has worked for company
 5. How long on this project? Months and or years employee has worked on this project.
 6. Employee Sex: Record male or female
 7. Employee Race: Record the race which the employee identifies with

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMPLOYEE INTERVIEW FORM-LABOR

"Confidential: All information in this form shall remain confidential to the extent permitted by law, including Florida Statutes Chapter 119"

Section 2- JOB & PAY DATA SUPPLIED BY EMPLOYEE

The interviewer records the answers supplied by the employee

8. – 14. Enter Employee Response

Section 3- EEO DATA SUPPLIED BY EMPLOYEE

The interviewer records the answers supplied by the employee.

15. Enter Employee Response

Section 4- FRINGE DATA SUPPLIED BY EMPLOYEE

The interviewer records the answers supplied by the employee.

16. – 18. Enter Employee Response

Section C-INTERVIEWER'S OBSERVATION

The Interviewer completes this section before speaking with the employee and before performing the interview. The data provided is based on what the interviewer observes just prior to the interview

H. Describe the work observed at the time of the interview (e.g. digging trench for placement of pipe)

I. List/describe the tools/equipment the employee was using/operating. OR mark 'No Equip' or 'No Tools' if none were used.

J. Interviewer Comments

The interviewer's work is now complete and the form should be turned into the Resident Compliance Specialist.

Section D- RCS'S REVIEW & ACTION

K. RCS's Name and date of review.

L. Payroll versus Wage Determination ('WD) Minimum Rate and Fringe:

AS SHOWN ON PAYROLL: Review the certified payroll for the week that includes the date shown in box G (Date of Interview). Record the payroll's classification, Rate paid, Fringe paid and Total as well as the Wage Determination Rate, Fringe and Total.

AS INDICATED IN OBSERVATION ('H'): Review the work/equipment described in 'H' and list the appropriate classification, rate minimum, fringe minimum and total.

Indicate whether the classification shown on the payroll is equal to or greater than the classification as observed ('H' & 'I').

IF FRINGE IS REQUIRED, HOW ARE THEY PAID? Indicate if the employee receives cash, benefits or some

combination if fringe is required. If fringe is not required, mark NA

M. Are there any discrepancies between work, tools and equipment used, classification, rate paid or fringes? If yes, please explain by selecting the discrepancy. If the discrepancy warrants a payroll violation, indicate the appropriate code or check no if a payroll violation is not required.

N. Any Concerns from Sections 2 or 3? Do the employee comments indicate any concerns for the RCS: If so, mark Yes and add comments as noted in box O.

O. RCS comments or mark NA or indicate date Interview Letter was issued.

P. Enter Date payroll was corrected.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF SUBLET WORK

TO: THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Date:
Request No.:
FAP No.:
Fin. Proj. ID:
Cont. No.:
County:
Total Contract Amount
Total Work

General Info
<u>Prime Contractor</u>
<u>F.E.I.D. #</u>

Contractor _____

By: _____

Address _____

Change	Subcontractor Name	Tier	FEID #	Subcontract to Whom	Work Description	Partial	Total Amt Sublet	DBE/ NON DBE	
TOTAL								\$ 0.00	

All pertinent provisions and requirements of the prime contract including but not limited to Required Contract Provisions Federal-Aid Construction Contracts (FHWA-1273) and Special Provisions - Specific Equal Opportunity Responsibilities (Per 23 CFR-633B of Federal-Aid Policy Guide) will be part of the subcontract. It is agreed that an Executed or a certified copy of the subcontract will be submitted upon request, to the State of Florida Department of Transportation. All sublets will be in continued compliance with all Contract provisions and that the Contractor will continue to perform the minimum percentage of Contract work with its own organization, as required by said Contract. It is recognized and agreed that, as prime contractor, the undersigned remains responsible for the proper performance of all requirements of said contract does not relieve or release the undersigned and his surety or either of them of any liability under the contract bond. The Contractor shall send a copy of this form to the subcontractor/ subordinate (with a copy of FHWA-1273 on Federal-Aid Projects) and the Surety Company. The Prime certify that firms or individuals, debarred or suspended by the FHWA or the Department, are not being used as subcontractors.

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

State of Florida
 County of _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this _____ day of _____ (year), by _____ (Print name of person signing Certification)

Notary Public, not required when digital

Commission Expires _____
 Personally Knowns _____ OR Produced Identification _____
 Type of Identification Produced _____

Instructions for Form:

The contractor must provide enough information through a Schedule "A" spreadsheet to determine which pay-item(s) are being sublet, the amounts, and cost. For sublet calculations, the amount will be calculated based on the actual contract unit price(s) unless there is a partial sublet. For partial sublets, use the unit prices from the actual sub-contract.

- 1) Enter the Date of the certification of sublet work was prepared.
- 2) Enter the sequential number of the request starting with number 1.
- 3) Enter the Federal Aid Project number for the Prime Contractor if any.
- 4) Enter the Financial Project Identification number of the Contract.
- 5) Enter the Contract number of the Contract with the Department.
- 6) Enter the County name where the work is being performed.
- 7) Enter the Name of the Prime Contractor.
- 8) Enter the FEID number of the Prime Contractor.
- 9) Enter the Original Contract dollar amount (round to nearest whole dollar).
- 10) Enter a "Y" in the space marked Change if any information on the line has changed since the previous certification of sublet work was prepared. Otherwise, leave blank.
- 11) Enter the Subcontractor names. Enter all the subcontractor(s) regardless of their tier.
- 12) Enter the tier number for the subcontractor. If the subcontractor works directly for the Prime Contractor, enter a "1". If he works one level below, enter a "2" and so on.
- 13) Enter the FEID number of the Subcontractor(s).
- 14) Enter the name of the pertinent Contractor or Subcontractor that hired subcontractor.
- 15) Enter a short description of the work to be performed.
- 16) Enter a "P" if any pay-item for the sublet is a partial sublet.
- 17) Enter the DBE status for the subcontractor: "D" for DBE, "N" for non-DBE.
- 18) The Department may require subcontractor to be prequalified with the Department as described in the Special Provisions and the Bid Solicitation Notice whenever construction projects contain certain classes of work that require specific expertise.
- 19) One (1) copy of this form shall be submitted to the District Office by the contractor.
- 20) To be signed by principal of the firm or someone with the delegated authority and notarized.
 - a) Note: Notary not required when form is digitally signed.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
NOTICE OF RENTAL AGREEMENT

700-010-11
CONSTRUCTION
08/19

PROJECT ADMINISTRATOR/ENGINEER: _____ DATE: _____

CONTRACT NO: _____ F.A.P. NO(S): _____

FIN PROJECT NO(S): _____

PRIME CONTRACTOR: _____

CONTRACTOR RENTING EQUIPMENT: _____

LESSOR: _____ LESSOR PHONE: _____

LESSOR ADDRESS: _____

LESSOR FEIN: _____

DOES THE ESTIMATED TOTAL AMOUNT OF THIS AGREEMENT EXCEED \$10,000? YES NO

EQUIPMENT TO BE RENTED:

With Operators Operators will be on Lessor's Payroll

Without Operators Operators must be carried on the payroll of the Lessees, i.e., Prime Contractor or Authorized Subcontract

- NOTES:
1. All operators are subject to applicable wage rate provisions included in the contract for this project.
 2. Only equipment which requires the reasonably constant attention of an operator or operation staff may be rented on a "with operator" basis. Items such as forms, hand tools, pumps, air compressors, etc., may not be rented on a "with operator" basis.
 3. When equipment is rented on a "with operator" basis for use on a Federal Aid project, the lessor must submit certified copies of weekly payroll listings covering the operators to the Project Engineer.
 4. This written agreement will not be required when contractor rents equipment (without operator) from a firm whose principal business is renting or leasing equipment.

EQUIPMENT LISTED AS FOLLOWS:

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

DESCRIPTION OF WORK TO BE PERFORMED BY THIS AGREEMENT:

- A.
- B.

Signed: _____
(Contractor's Designated Official)

REVIEWED BY: _____
Project Administrator/ Project Engineer

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NOTICE FOR USE OF
 TEMPORARY EMPLOYMENT AGENCY / DAY LABORERS

SECTION 1: PROJECT IDENTIFICATION

1. Financial Project No.	2. F.A.P. No.	3. Contract No.	4. County	5. District
6. Prime Contractor's Name		7. Prime Contractor's FEID No.		
8. Wage Table(s) Applicable to this Project (Indicate Yes or No for each type and identify Decision No., Modification No & Publication Date)				
	<i>CONSTRUCTION TYPE</i>	<i>GENERAL DECISION NO. (E.G. FL030037)</i>	<i>MODIFICATION NO.(E.G. 1)</i>	<i>PUBLICATION DATE(E.G. 6/12/2009)</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	HIGHWAY			
<input type="checkbox"/> Yes <input type="checkbox"/> No	HEAVY			

SECTION 2: IDENTIFICATION OF CONTRACTOR AND TEMPORARY AGENCY

9. Name of Contractor Using the Temporary Employment Agency	10. FEID Number of Contractor Using Temporary Agency
11. Full Name of Temporary Employment Agency Used	12. FEID Number of Temporary Employment Agency
13. Temporary Agency LOCAL Phone Number including area code	14. Temporary Agency Main Office Phone Number including area code
15. Temporary Agency LOCAL Address Street, city, state, zip code	16. Temporary Agency Main Office Address Street, city, state, zip code
17. Name of LOCAL contact for Temporary Employment Agency	18. Phone number of LOCAL contact for Temporary Employment Agency
19. Workers from the Temporary Employment Agency will work under the supervision of the contractor shown in box 9. <input type="checkbox"/> Yes <input type="checkbox"/> No; If No identify which company/workers will provide supervision	20. Date (mo/day/year) workers will first be placed on the project

SECTION 3: CONTRACTORS ACKNOWLEDGEMENT OF THE FOLLOWING CONTRACT REQUIREMENTS

21. Workers will be paid at least the minimums shown in the Wage Table Rates(s) Listed in # 8 (above)	<input type="checkbox"/> Yes <input type="checkbox"/> No
22. FHWA 1273, "Required Contract Provisions on Federal Aid Construction Contracts" applies	<input type="checkbox"/> Yes <input type="checkbox"/> No
23. Certified payrolls (Statement of Compliance and payroll records) are due to FDOT within 7 days of the regular pay	<input type="checkbox"/> Yes <input type="checkbox"/> No
24. U.S. Dept. of Labor approval is required for non-standard deductions	
25. Workers will not be charged a fee or commission by the Temporary Agency	<input type="checkbox"/> Yes <input type="checkbox"/> No
26. Payroll violations require correction and submission of a supplemental certified payroll	<input type="checkbox"/> Yes <input type="checkbox"/> No
27. The contractor's EEO/AA program applies to the temporary workers	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. The Temporary Employment Agency is responsible for complying with the Contract provisions of the contractor.	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 4: SIGNATURE

29. Temporary Agency Signature	Date	30. Hiring Contractor Signature	Date
31. Prime Contractor Signature		Date	

**State of Florida Department of Transportation
Notice for Use of Temporary Employment Agency/Day Laborers**

Instructions for Completing Form

Distribution & Due Date: This form is to be submitted to the projects' Resident Compliance Specialist (RCS) by each contractor who will employ project workers through a Temporary Employment Agency ('TEA') personnel of Day Laborer Agency. The form is due to the RCS before any TEA workers report to the project site.

Section 1: Project Identification

Box 1 Financial Project No. – The Financial Project Number

Box 2 F.A.P. No. – The Federal Aid Project Number assigned to federally funded projects.

Box 3 Contract No.- The Project Contract Number

Box 4 County – County or counties where project work is being performed

Box 5 District – The Department's District number in which project work is being performed in (Districts are 1-7, and the Turnpike District)

Box 6 Prime Contractor's Name – The name of Prime Contractor.

Box 7 Prime Contractor's FEID No. – The Prime Contractor's Federal Identification Number

Box 8 Wage Table(s) applicable to this project – Check yes or no if construction type is Highway or Heavy and identify General Wage Decision Number (*E.G. FL020001); Modification No (E.G. 1); Publication Date (E.G. 6/12/2005)

Section 2: IDENTIFICATION OF CONTRACTOR & TEMPORARY AGENCY

Box 9 Name of Contractor Using the Temporary Employment Agency – The name of contractor that hired temporary employment agency.

Box 10 FEID Number of Contractor Using Temporary Employment Agency - Federal Identification Number of the contractor that hired temporary employment agency.

Box 11 Full Name of Temporary Employment Agency Used – The full name of temporary employment agency that will be providing temporary workers.

Box 12 FEID Number of Temporary Employment Agency – The temporary employment agency Federal Identification Number that will be providing temporary workers.

Box 13 Temporary Agency LOCAL Phone Number including area code – Area code and phone number of local temporary employment agency that will be providing temporary workers to the project.

Box 14 Temporary Agency Main Office Phone Number including area code – Area code and phone number of temporary employment agency main office.

Box 15 Temporary Agency LOCAL address street, city, state, zip code – Local temporary employment agency address (street, city, state and zip code).

Box 16 Temporary Agency Main Office address street, city, state, and zip code – Main temporary employment agency office address (street, city, state and zip code).

Box 17 Name of LOCAL contact for Temporary Employment Agency - First name and last name of contact person for local temporary employment agency.

Box 18 Phone number of LOCAL contact for Temporary Employment Agency - Area code and phone number of contact person for local temporary employment agency.

Box 19 Workers from the Temporary Employment Agency will work under the supervision of the contractor Shown in box 9 – Identify what company will be supervising the temporary workers at the project site. If the hiring contractor (identified in box 9) will not be supervising workers, enter full name of organization that will be providing the supervision.

Box 20: Date (mo./day/year) workers will first be placed on the project

Section 3: CONTRACTORS ACKNOWLEDGEMENT OF THE FOLLOWING CONTRACT REQUIREMENTS

The hiring contractor records acknowledges communicating to the temporary agency their responsibility for compliance with the following contract requirements:

Box 21. Pay at least the Minimum rates shown in the Wage Table Rates(s) Listed in # 8 above apply - Mark yes or no if temporary employment agency has been informed of the wage table rates listed in box 8.

Box 22 FHWA 1273, “Required Contract Provisions on Federal Aid Construction Contracts” applies

– Mark yes or no if temporary employment agency has been informed of FHWA 1273 requirements.

Box 23 Certified payroll (Statement of Compliance and payroll records) is due to FDOT within 7

days of the regular pay – Mark yes or no if temporary employment agency has been informed of certified payroll due dates to FDOT.

Box 24 U.S. Dept. of Labor approval is required for non-standard deductions – Mark yes or no if temporary employment agency has been informed of USDOL Approval requirements for non-standard wage deductions.

Box 25 Workers will not be charged a fee or commission by the Temporary Agency – Mark yes or no if temporary employment agency has been informed that workers may not be charged a fee or commission.

Box 26 Payroll violations corrections will be required – Mark yes or no if temporary employment agency has been informed payroll violations corrections will be required.

Box 27 The contractor’s EEO/AA program encompasses the agency and the temporary workers –

Mark yes or no if temporary employment agency has been informed that Equal Employment Opportunity/Affirmative Action program encompasses the agency and each temporary worker for this project .

Box 28 The Temporary Employment Agency is responsible for complying with the Contract provisions of the contract.– Mark yes or no if temporary employment agency has been informed that they are responsible for complying with the contract provisions of the contract including but not limited to Equal Employment, payrolls, etc.

Section 4: SIGNATURE OF TEMPORARY AGENCY & CONTRACTORS

Box 29 Temporary Agency Signature - Signature of Temporary Agency and date of signature

Box 30 Hiring Contractor Signature – Signature of hiring contractor and date of signature (complete only if hiring contractor is not the prime contractor).

Box 31. Prime Contractor Signature and date.

NOTE: THIS IS NOT AN AGREEMENT

A Separate Agreement is required

All Pertinent provisions and requirements of the prime contract including but not limited to Required Contract Provisions Federal-Aid Construction Contracts (FHWA-1273) and Special provisions- Specific Equal Opportunity Responsibilities (Per 23 CFR-633B of Federal –Aid Policy Guide) will be part of the agreement. It is agreed that an executed or a certified copy of the Agreement will be submitted upon request.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT
LOCAL AGENCY PROGRAM

275-030-12
 EQUAL OPPORTUNITY OFFICE
 03/09

1. FDOT LAP AGREEMENT#	2. FDOT LAP AGREEMENT AMOUNT	3. LOCAL AGENCY CONTRACT (PRIME)#.	4. LOCAL AGENCY NAME
5. PRIME CONTRACTOR NAME		6. FEID NUMBER (PRIME CONTRACTOR)	
7. CONTRACT DOLLAR AMOUNT		8. FEID NUMBER (LOCAL AGENCY)	
9. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED "DBE"? (DISADVANTAGED BUSINESS ENTERPRISE)		YES <input type="checkbox"/> NO <input type="checkbox"/>	10. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input type="checkbox"/> OR MAINTENANCE <input type="checkbox"/>? OTHER _____
11. REVISION (Y/N)? _____ IF YES, REVISION# _____			

12. ANTICIPATED DBE SUBCONTRACTS (BELOW):

	DBE SUBCONTRACTOR OR SUPPLIER	TYPE OF WORK/SPECIALTY	DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
A				
B				
C				
D				
E				
F			11A TOTAL DOLLARS TO DBE'S	11B TOTAL PERCENT OF CONTRACT

SECTION TO BE FILLED BY PRIME CONTRACTOR

13. NAME OF SUBMITTER	14 .DATE	15. TITLE OF SUBMITTER
16. EMAIL ADDRESS OF PRIME CONTRACTOR SUBMITTER		17. FAX NUMBER
18. PHONE NUMBER		

SECTION TO BE FILLED BY LOCAL AGENCY

19. SUBMITTED BY	20 .DATE	21. TITLE OF SUBMITTER
22. EMAIL ADDRESS OF SUBMITTER		23. FAX NUMBER
24. PHONE NUMBER		

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.

THE FOLLOWING SECTIONS ARE FOR FDOT LAP COORDINATOR USE

DIST	LAP COORDINATOR NAME	DATE TO EO OFFICE (ELECTRONICALLY)	EXECUTED DATE (LAP AGREEMENT)	EXECUTED DATE (BETWEEN LOCAL AGENCY AND PRIME)	PRECON. CONF DATE.

DBE Utilization

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

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

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

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

DBE Reporting

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

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

Bid Opportunity List

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

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

DBE/AA Plans

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _____

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

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

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

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

I certify that the information above is correct.

NAME OF FIRM

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

By: _____

Title

STATUS OF CONTRACTS ON HAND

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

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

**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:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

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

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

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.

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

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

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

I, _____, hereby declare that I am
(NAME)
_____ of _____
(TITLE) (FIRM)
of _____
(CITY AND STATE)

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

I further declare that:

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

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

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

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

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

EXCEPTIONS:

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

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

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

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

REQUIRED CONTRACT PROVISIONS

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

- Appendix B of 49 CFR Part 29 –

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

Instructions for Certification

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

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

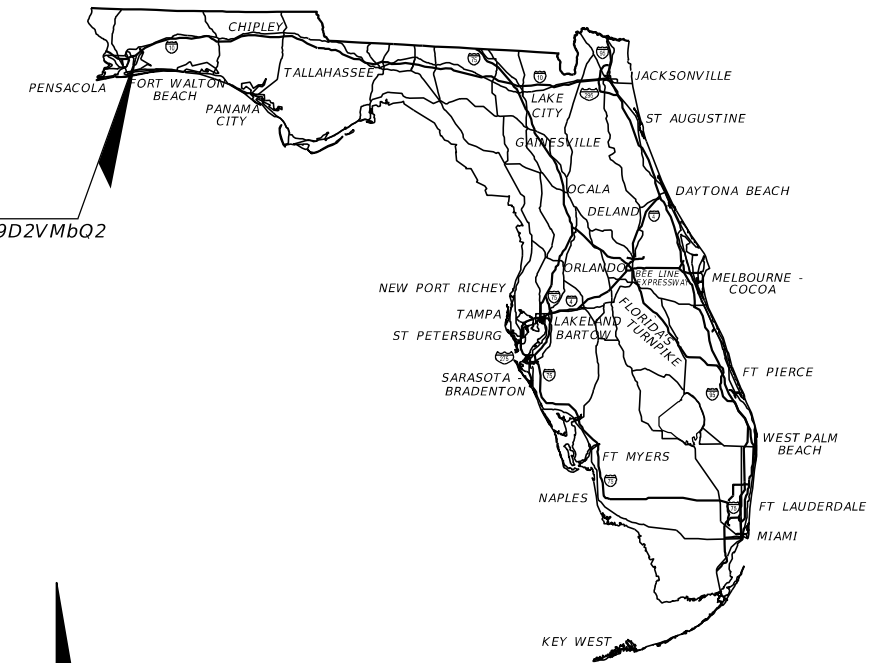
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

CONTRACT PLANS COMPONENTS
ROADWAY PLANS (INCLUDES SIGNING AND PAVEMENT MARKING)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS LOCATION OF PROJECT
<https://goo.gl/maps/cEAQ9D2VMbQ2>



FINANCIAL PROJECT ID 438114-2-58-01
(FEDERAL FUNDS)

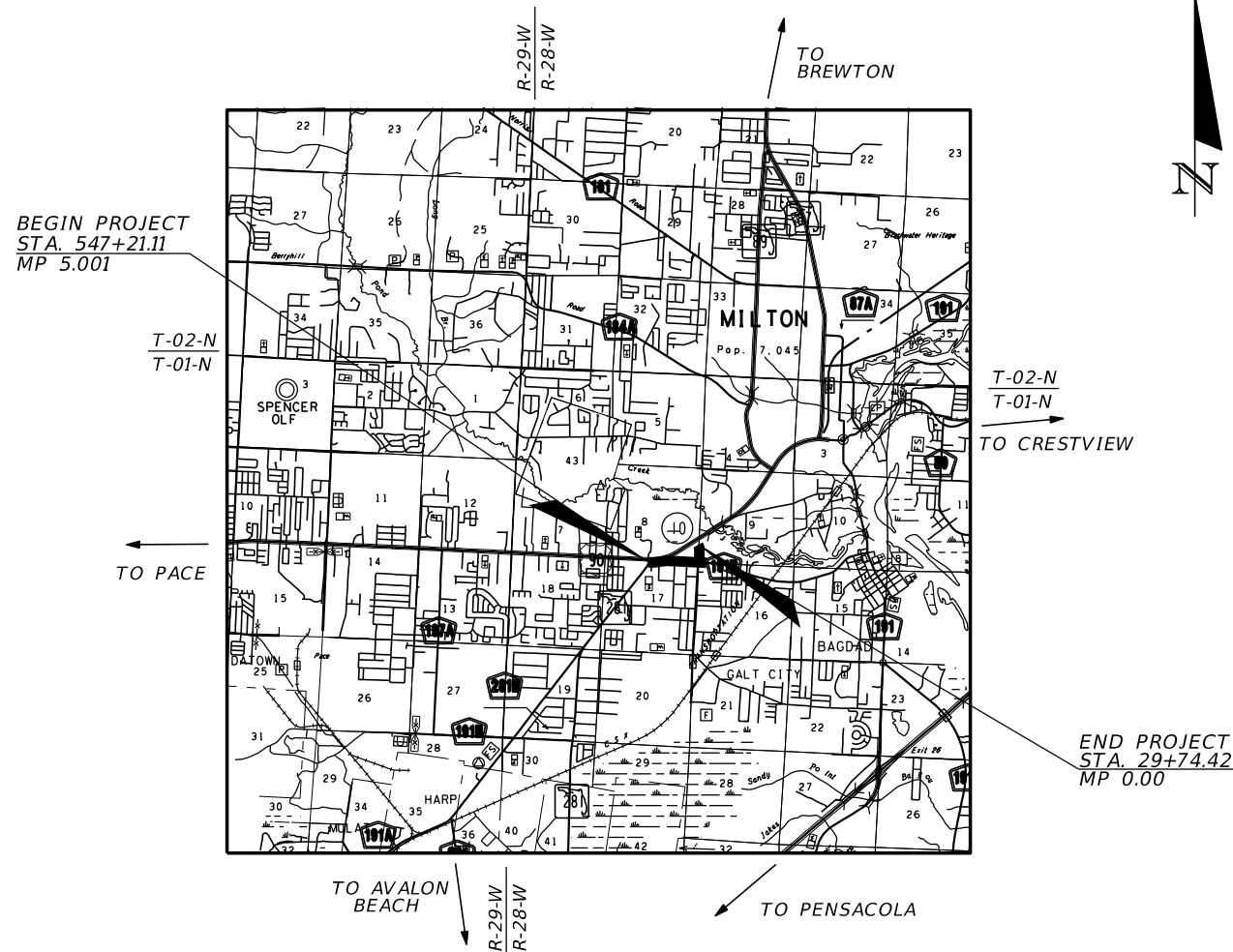
SANTA ROSA COUNTY (58005000, 58590000 & 58000078)

STATE ROAD NO. N/A (CR 191A/OLD BAGDAD HWY)
FROM SR 281 (AVALON BLVD) TO PARKMORE PLAZA DR

INDEX OF ROADWAY PLANS
(INCLUDES SIGNING AND PAVEMENT MARKING)

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF EXISTING DRAINAGE
4 - 5	TYPICAL SECTION
6	TABULATION OF QUANTITIES
7	SUMMARY OF DRAINAGE STRUCTURES
8	PROJECT LAYOUT
9 - 18	ROADWAY PLAN-PROFILE
19 - 21	SPECIAL DETAIL
22	DRAINAGE STRUCTURES
23	DRAINAGE DETAIL
24 - 39	CROSS SECTIONS
40	DRIVEWAY HALF SECTIONS
41	STORMWATER POLLUTION PREVENTION PLAN
42	TEMPORARY TRAFFIC CONTROL PLAN
43 - 51	UTILITY ADJUSTMENTS
52 - 61	EROSION CONTROL PLAN
SQ-1 - SQ-8	SUMMARY OF QUANTITIES
CTL-1* - CTL-2*	PROJECT CONTROL
UTV-1*	SUMMARY OF VERIFIED UTILITIES

*These sheets are included in the Index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed document.



ROADWAY PLANS
ENGINEER OF RECORD:
CHRISTOPHER COUGHLIN, PE NO.: 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FL 33617
(813) 988-1199
CONTRACT NO.: C9G62
VENDOR NO.: 451909667

FDOT PROJECT MANAGER:
ZEKE HAYES
(850) 330-1487

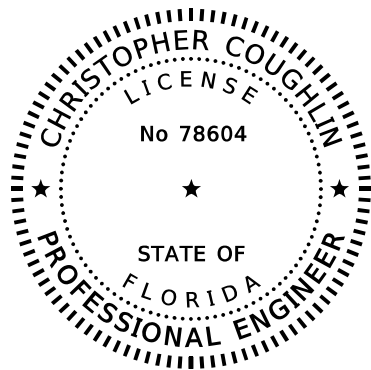
GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2021-22 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs)

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, July 2021 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
N/A	22	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

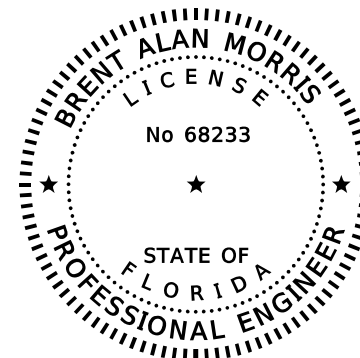
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THE SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.

SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FL 33617
CHRISTOPHER COUGHLIN, PE NO. 78604

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
4 - 5	TYPICAL SECTION
6	TABULATION OF QUANTITIES
8	PROJECT LAYOUT
9 - 18	ROADWAY PLAN - PROFILE
19 - 21	SPECIAL DETAIL
24 - 39	CROSS SECTIONS
40	DRIVEWAY HALF SECTIONS
42	TEMPORARY TRAFFIC CONTROL PLAN
43 - 51	UTILITY ADJUSTMENTS
SQ-1 - SQ-8	SUMMARY OF QUANTITIES



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

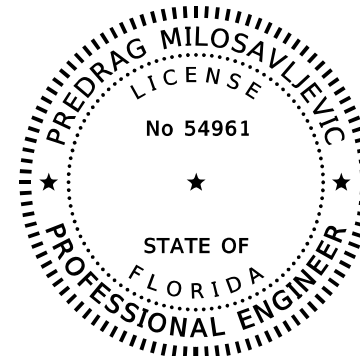
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THE SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.

SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FL 33617
BRENT ALAN MORRIS, PE NO. 68233

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
3	SUMMARY OF EXISTING DRAINAGE
7	SUMMARY OF DRAINAGE STRUCTURES
22	DRAINAGE STRUCTURES
41	STORMWATER POLLUTION PREVENTION PLAN
52 - 61	EROSION CONTROL PLAN



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

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

SCALAR CONSULTING GROUP INC.
5713 CORPORATE WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33407
PREDRAG MILOSAVLJEVIC, PE NO. 54961

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

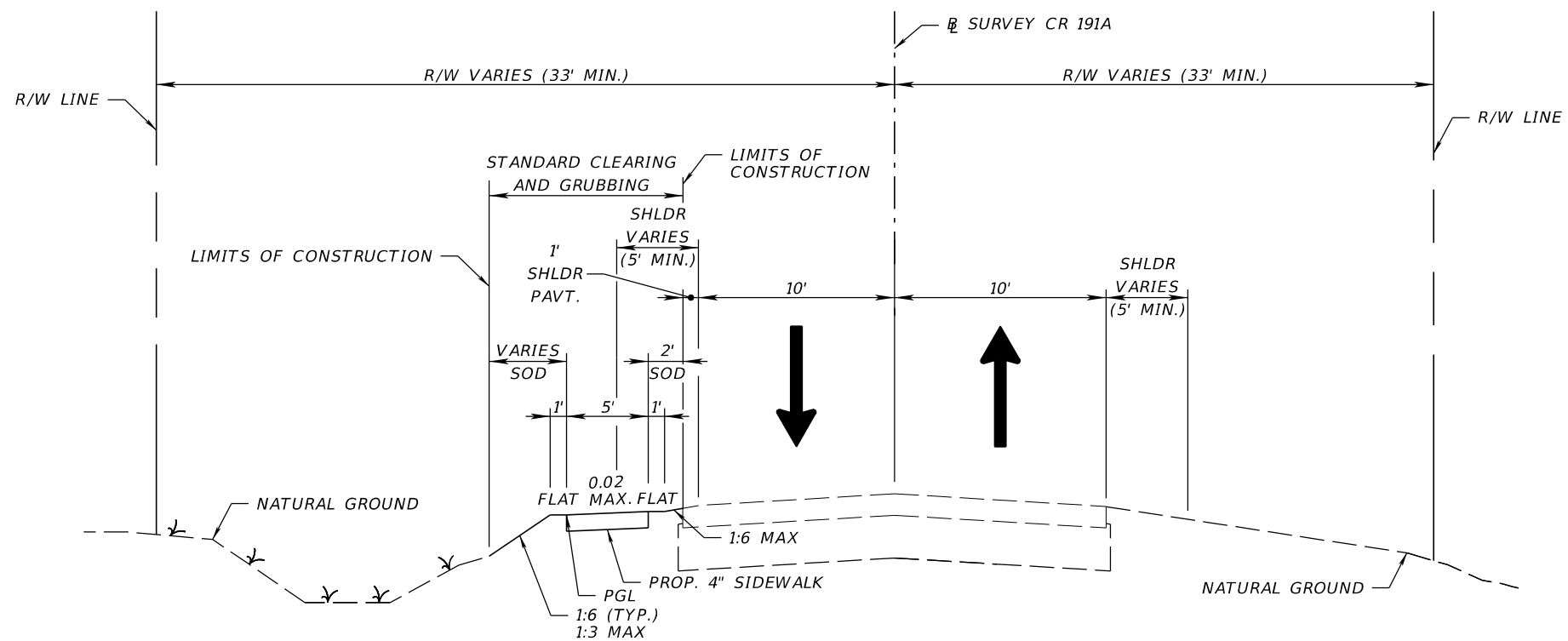
SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
23	DRAINAGE DETAIL

REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNATURE SHEET	SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		

SUMMARY OF EXISTING DRAINAGE

STR. NO.	STATION	SIDE	DESCRIPTION	TOP EL. EP EL. GRATE EL.	N FL	E FL	W FL	S FL	HW FL EW FL MES FL	BOT. EL.	REMARKS
01	546+05.82	LT	MANHOLE - 30" CMP (SE)					61.14 (SE)			BASELINE SURVEY CR 191A
02	546+17.55	RT	MANHOLE - 18" HDEP (SE), UNKNOWN (NE)					53.12			BASELINE SURVEY CR 191A
03	546+32.70	RT	MITERED END SECTION - 18" HDPE (NW)					65.56			BASELINE SURVEY CR 191A
04	546+54.23	LT	CURB INLET - 30" CMP (NW), UNKNOWN (SW)		60.72						BASELINE SURVEY CR 191A
05	546+91.50	LT	MANHOLE - 18" HDPE (SE), UNKNOWN (NE)					64.52 (SE)			BASELINE SURVEY CR 191A
06	547+06.19	LT	MITERED END SECTION - 18" HDPE (NW)					65.08			BASELINE SURVEY CR 191A
07	547+76.77	RT	MITERED END SECTION - 18" CMP (E)					67.52			BASELINE SURVEY CR 191A
08	548+00.87	LT	MANHOLE - UNKNOWN (SW)								BASELINE SURVEY CR 191A
09	548+19.12	RT	MITERED END SECTION (W)					67.68			BASELINE SURVEY CR 191A
10	548+68.87	LT	CATCH BASIN - 18" HDPE (N)		66.73						BASELINE SURVEY CR 191A
11	548+72.91	LT	MANHOLE - 18" HDPE (S), UNKNOWN HDPE (W), 18" HDPE (N), UNKNOWN €		62.75	53.93	53.36	66.63			BASELINE SURVEY CR 191A
12	551+01.18	LT	CATCH BASIN - UNKNOWN (W), UNKNOW (E)			54.59	54.59				BASELINE SURVEY CR 191A
13	551+92.19	RT	CATCH BASIN								BASELINE SURVEY CR 191A
14	552+19.62	LT	MANHOLE - 18" HDPE (S)					60.29			BASELINE SURVEY CR 191A
15	552+21.26	LT	MAHNOLE - UNKNOWN (W), 18" HDPE (N)		60.43		54.57				BASELINE SURVEY CR 191A
16	552+24.52	LT	MANHOLE - 18" HDPE (E)			53.15					BASELINE SURVEY CR 191A
17	555+19.40	LT	MANHOLE - 18" HDPE (W)				52.91				BASELINE SURVEY CR 191A
18	556+57.95	RT	24" CMP (W)				61.22				BASELINE SURVEY CR 191A
19	557+12.70	RT	24" CMP (E)			60.38					BASELINE SURVEY CR 191A
20	558+43.12	RT	MITERED END SECTION - 18"X30"CMP (E)					57.35			BASELINE SURVEY CR 191A
21	558+71.51	RT	DRAINAGE GRATE - 18"X30" CMP (W), 20"X27" CMP (E)			56.87	56.98				BASELINE SURVEY CR 191A
22	558+81.94	LT	18" CMP (E)			57.54					BASELINE SURVEY CR 191A
23	558+92.07	LT	18" CMP (W)				56.98				BASELINE SURVEY CR 191A
24	559+00.45	RT	MITERED END SECTION - 20"X27" CMP (W)					56.31			BASELINE SURVEY CR 191A
25	559+37.84	LT	ENDWALL - 18" RCP (E)					55.25			BASELINE SURVEY CR 191A
26	559+62.02	LT	ENDWALL - 18" RCP (E)					54.80			BASELINE SURVEY CR 191A
27	560+07.36	RT	MITERED END SECTION - 1.7'T X 2.3' W CMP (E)					54.54			BASELINE SURVEY CR 191A
28	560+09.89	LT	ENDWALL - 18" RCP (E)					53.14			BASELINE SURVEY CR 191A
29	560+35.54	LT	ENDWALL - 18" RCP (W)					52.52			BASELINE SURVEY CR 191A
30	560+66.88	RT	CATCH BASIN - 1.7' T X 2.3' W CMP (W,E)			52.49	52.58				BASELINE SURVEY CR 191A
31	561+05.55	RT	CATCH BASIN - 18" CMP (N)		56.00						BASELINE SURVEY CR 191A
32	561+06.51	RT	CATCH BASIN - 18" CMP (N,S)		53.81			53.91			BASELINE SURVEY CR 191A
33	561+09.64	RT	CATCH BASIN - 1.7' T X 2.3' W CMP (W), 1.8'T X 2' W HDPE (N),		51.64	50.87	51.85	51.73			BASELINE SURVEY CR 191A
34	561+12.18	LT	CATCH BASIN - 36" CMP (N)		46.44						BASELINE SURVEY CR 191A
35	561+12.35	LT	ENDWALL - 1.8'T X 2' W HDPE (S)					49.89			BASELINE SURVEY CR 191A
36	561+56.63	RT	MITERED END SECTION - 30" CPP (W)					50.02			BASELINE SURVEY CR 191A
37	567+09.94	LT	CATCH BASIN - 30" CMP (N,S)		36.52			42.05			BASELINE SURVEY CR 191A
38	567+47.09	LT	CATCH BASIN - 18" CPP (SE)					40.97 (SE)			BASELINE SURVEY CR 191A
39	568+03.90	RT	18" RCP (E)			47.35					BASELINE SURVEY CR 191A
40	568+20.97	LT	CATCH BASIN - 18" RCP (NW)		41.62 (NW)						BASELINE SURVEY CR 191A
41	568+43.27	RT	18" RCP (W)				47.87				BASELINE SURVEY CR 191A
42	569+32.39	RT	18" RCP (W)				49.35				BASELINE SURVEY CR 191A
43	569+65.24	RT	18" RCP (E)			49.92					BASELINE SURVEY CR 191A
44	574+49.61	RT	CATCH BASIN - 15" RCP (E), 18" RCP (W)			56.21	56.29				BASELINE SURVEY CR 191A
45	575+54.67	RT	CATCH BASIN - 15" RCP (W)				57.00				BASELINE SURVEY CR 191A
46	23+13.93	RT	CATCH BASIN - 18" CMP (E)			23.48					BASELINE SURVEY PARKMORE PLAZA
47	23+98.20	LT	CATCH BASIN - 30" CMP (S)					19.51			BASELINE SURVEY PARKMORE PLAZA
48	23+98.35	RT	CATCH BASIN - 18" CMP (W), 30" CMP (N)		18.07		21.27				BASELINE SURVEY PARKMORE PLAZA
49	29+36.05	LT	CATCH BASIN - 18" RCP (E)				22.49				BASELINE SURVEY PARKMORE PLAZA
50	29+57.55	LT	MANHOLE - 18" (W,E)				20.99	20.99			BASELINE SURVEY PARKMORE PLAZA
51	29+65.65	LT	CATCH BASIN - 48" RCP (SE)					18.51			BASELINE SURVEY PARKMORE PLAZA
52	29+66.79	RT	CATCH BASIN - 48" RCP (NW), 30" RCP (E)		17.82 (NW)	20.18					BASELINE SURVEY PARKMORE PLAZA
53	29+67.11	RT	CATCH BASIN - 48" RCP (NW, SE)							18.05	BASELINE SURVEY PARKMORE PLAZA

REVISIONS				BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF EXISTING DRAINAGE	SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		



TYPICAL SECTION
 CR 191A (OLD BAGDAD HWY)
 STA. 547+21.11 TO STA. 580+90.67

TURNOUT CONSTRUCTION
 OPTIONAL BASE GROUP 1 (4")* WITH
 TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1")

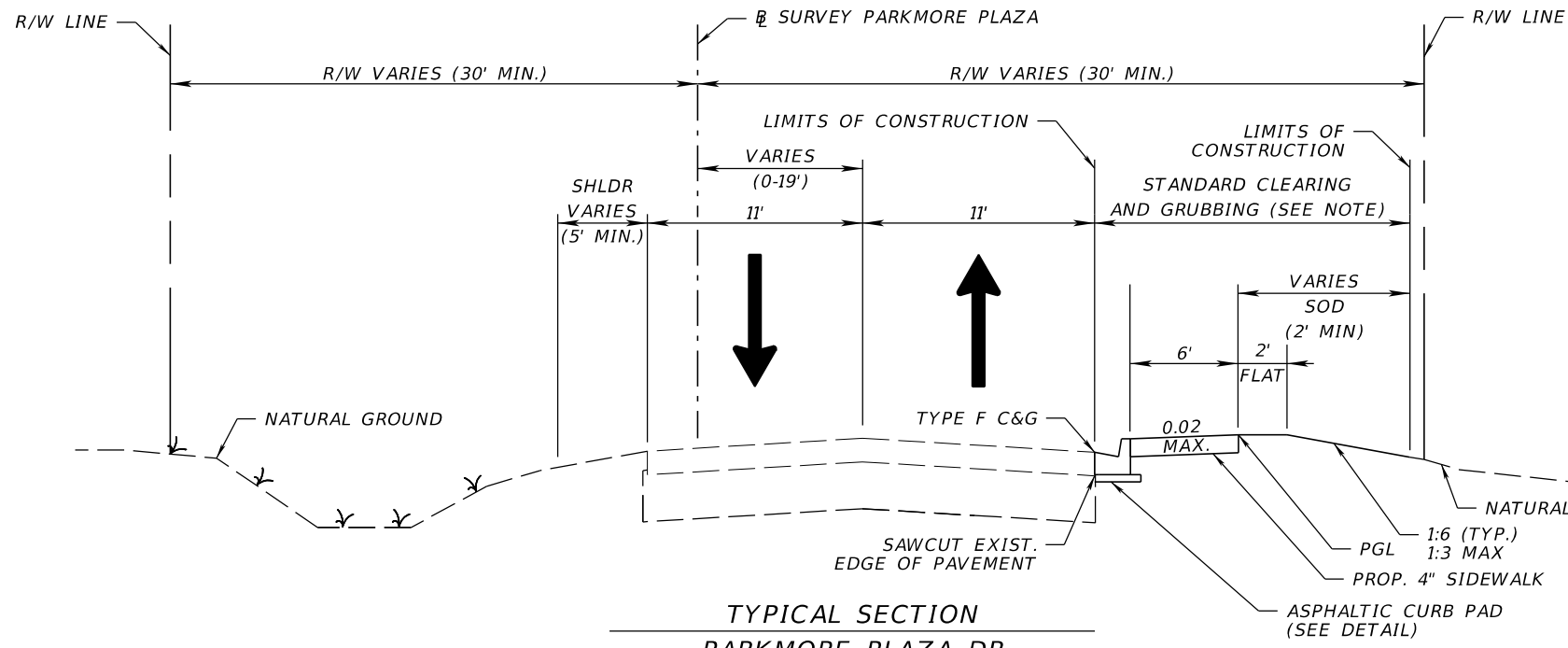
* ASPHALT BASE MAY BE UTILIZED AT NO ADDITIONAL EXPENSE TO THE DEPARTMENT.

TRAFFIC DATA

CURRENT YEAR = 2018 AADT = 2600
 ESTIMATED OPENING YEAR = 2022 AADT = 2900
 ESTIMATED DESIGN YEAR = 2042 AADT = 4300
 K = 9.0% D = 56.0% T = 4.6% (24 HOUR)
 DESIGN SPEED = 35 MPH
 POSTED SPEED = 35 MPH

REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTION (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		4
					CR 191A	SANTA ROSA	438114-2-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TYPICAL SECTION
PARKMORE PLAZA DR
STA. 17+21.38 TO STA. 27+26.35

MILLING
MILL EXISTING ASPHALT PAVEMENT
(AVG. DEPTH 1")
STA. 24+03.21 TO STA. 25+17.47
STA. 27+26.35 TO STA. 29+74.42

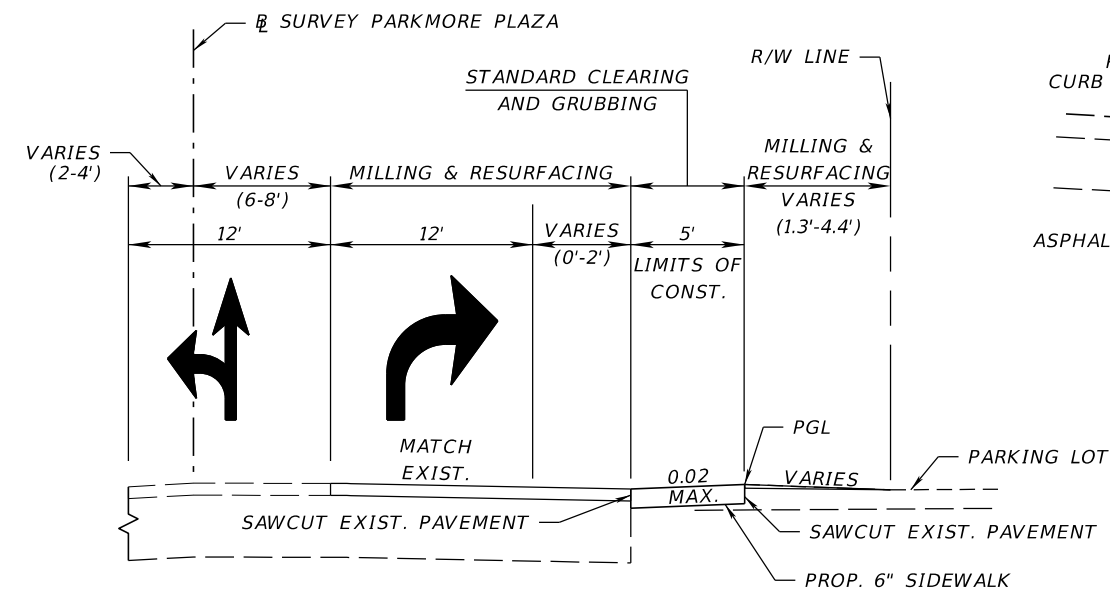
RESURFACING
FRICITION COURSE FC-9.5 (TRAFFIC B) (PG 76-22) (1")
STA. 24+03.21 TO STA. 25+17.47
STA. 27+26.35 TO STA. 29+74.42

PAVEMENT RESTORATION
WHEN NEEDED FOR DRAINAGE STRUCURES
OPTIONAL BASE GROUP 6 (6")* WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1.5")
AND FRICITION COURSE FC-9.5 (TRAFFIC B) (PG 76-22) (1")
STA. 22+37.97 TO STA. 23+17.51

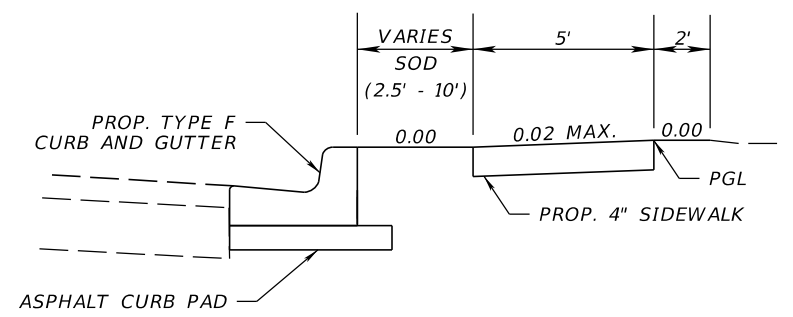
* ASPHALT BASE MAY BE UTILIZED AT NO ADDITIONAL EXPENSE TO THE DEPARTMENT.

TRAFFIC DATA
 CURRENT YEAR = 2018 AADT = 2600
 ESTIMATED OPENING YEAR = 2022 AADT = 2900
 ESTIMATED DESIGN YEAR = 2042 AADT = 4300
 K = 9.0% D = 56.0% T = 4.6% (24 HOUR)
 DESIGN SPEED = 35 MPH
 POSTED SPEED = 25 MPH

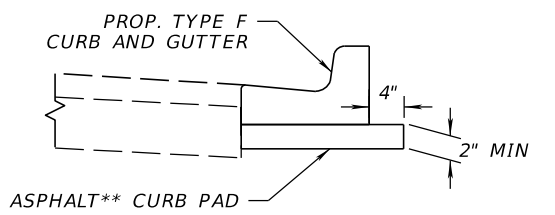
NOTE: ANY VEGETATION, BRUSH, OR LOW-HANGING TREE LIMBS THAT CONFLICT WITH THE CONSTRUCTION, FUNCTIONALITY, AND SAFETY OF THE PROPOSED SIDEWALK WILL BE TRIMMED OR REMOVED IF NECESSARY, AS DIRECTED BY THE ENGINEER.



TYPICAL SECTION
PARKMORE PLAZA DR
STA. 27+26.35 TO STA. 29+74.42



SIDEWALK WITH UTILITY STRIP DETAIL
STA. 23+88.43 TO STA. 24+08.65
STA. 24+87.71 TO STA. 25+74.48
STA. 26+28.32 TO STA. 27+04.80



ASPHALT CURB PAD DETAIL
 ** CONCRETE MAY BE SUBSTITUTED FOR ASPHALT AT NO ADDITIONAL EXPENSE TO THE DEPARTMENT.
 NOTE: THE CURB PAD DETAIL ALSO APPLYS TO DROP CURB.

REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CR 191A	SANTA ROSA	438114-2-58-01	

TYPICAL SECTION (2)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBER																		GRAND TOTAL	
			9		10		13		14		15		16		17		19		21		PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL				
630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF																			27.9	28
632 7 2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF																			27.9	28
646 1 40	ALUMINUM SIGNALS POLE, RELOCATE	EA																			1	1
660 2 101	LOOP ASSEMBLY- F&I, TYPE A	AS																			2	2
700 1 50	SINGLE POST SIGN, RELOCATE	AS	2		1			1				1				1				1		7
711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	87.5				93.6									143.1		97.8				422
711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF				15.6		28.5								28.6		25.8				98
711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	1															2				3
711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF														124.9		95.9				221
711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM										0.0561		0.0656		0.0244		0.0590				0.205
711 17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS: NON-CONFLICTING ONLY	SF	13.0			15.0		50.1					148.0		144.4		64.4		331.5			766

PAY ITEM NOTES:

646-1-40 RELOCATION INCLUDES ALL ATTACHMENTS TO THE POLE.

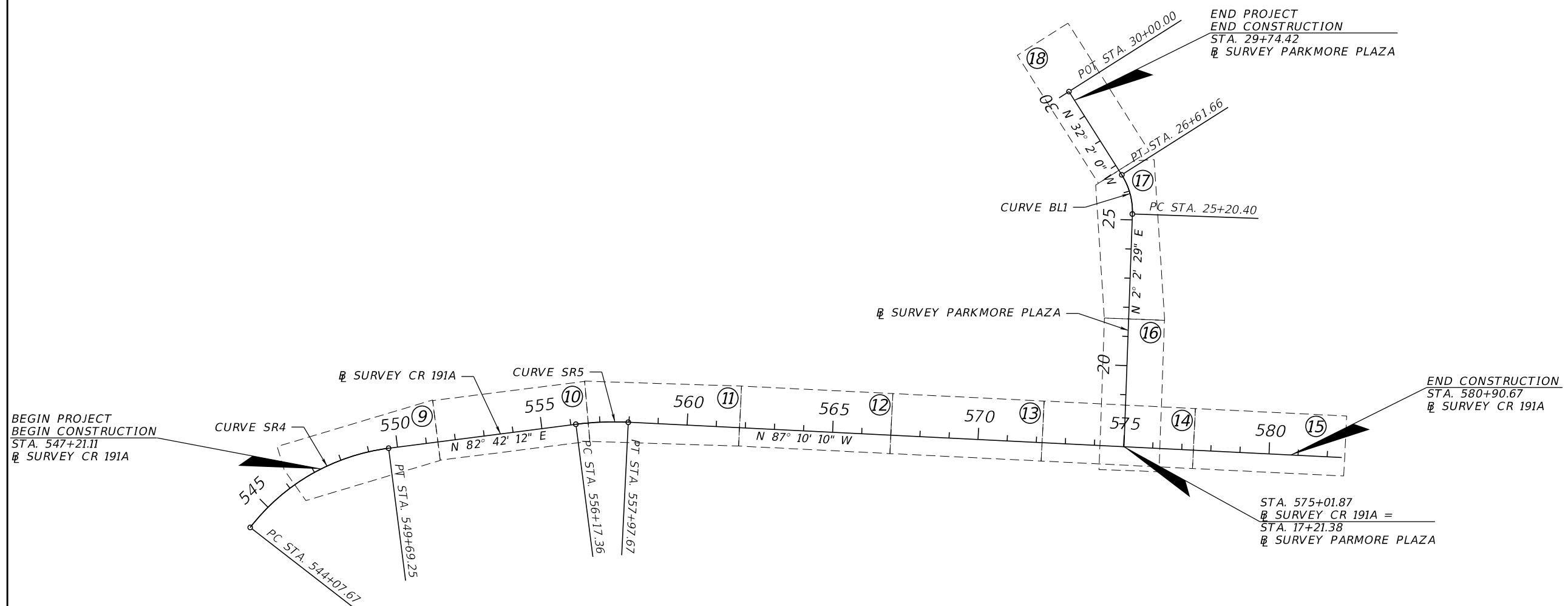
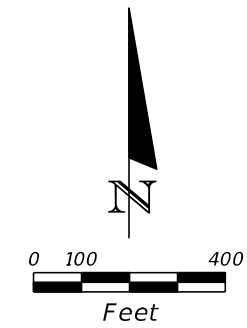
REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO. 6
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		

QUANTITY	STR NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM AND CROSS DRAIN OPTIONAL TYPE (LF)	CURB INLETS (EA)	MANHOLES (EA)		CONC. DITCH PAVT, NON REINFORCED, 3" (SY)	REMARKS
						ROUND	P-5	P-7	J-7		
						18"	<10'	PARTIAL	PARTIAL		
P	S-01	22+50.00	RT	INLET, PIPE	1	61	1				
F											
P	S-02	23+13.93	RT	MANHOLE	1			1			
F											
P	S-03	23+98.34	RT	MANHOLE					1		
F											
P	S-04	29+54.15	RT	FLUME						8.9*	SEE SPECIAL DETAIL (3) FOR DETAIL
F											
SHEET TOTALS				PLAN QUANTITY		61	1	1	1	9	
				FINAL QUANTITY		61	1	1	1	9	

* AMOUNT QUANTIFIED IS THE TOTAL AMOUNT REQUIRED TO CONSTRUCT FLUME AS DEPICTED ON PLANS.

<table border="1"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				REVISIONS				DATE	DESCRIPTION	DATE	DESCRIPTION					BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <table border="1"> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> <tr> <td>CR 191A</td> <td>SANTA ROSA</td> <td>438114-2-58-01</td> </tr> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	CR 191A	SANTA ROSA	438114-2-58-01	SUMMARY OF DRAINAGE STRUCTURES	SHEET NO. 7
REVISIONS																									
DATE	DESCRIPTION	DATE	DESCRIPTION																						
ROAD NO.	COUNTY	FINANCIAL PROJECT ID																							
CR 191A	SANTA ROSA	438114-2-58-01																							

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



CURVE DATA SR4
 PI STA. = 547+03.78
 Δ = 44° 54' 40" (RT)
 D = 7° 59' 50"
 T = 296.11
 L = 561.58
 R = 716.45
 PC STA. = 544+07.67
 PT STA. = 549+69.25

CURVE DATA SR5
 PI STA. = 557+07.75
 Δ = 10° 07' 38" (RT)
 D = 5° 37' 00"
 T = 90.39
 L = 180.31
 R = 1,020.10
 PC STA. = 556+17.36
 PT STA. = 557+97.67

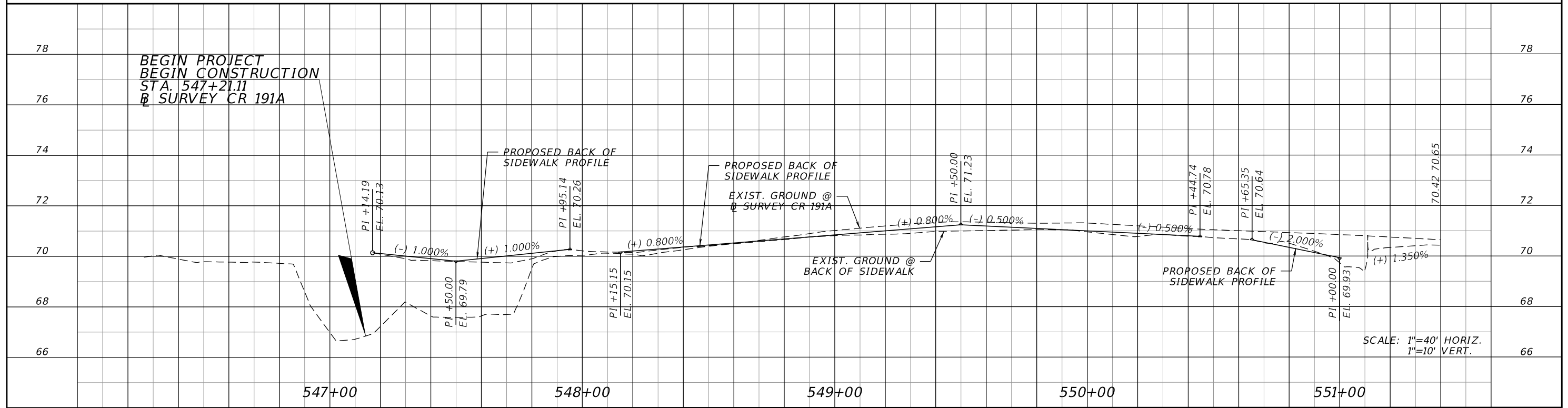
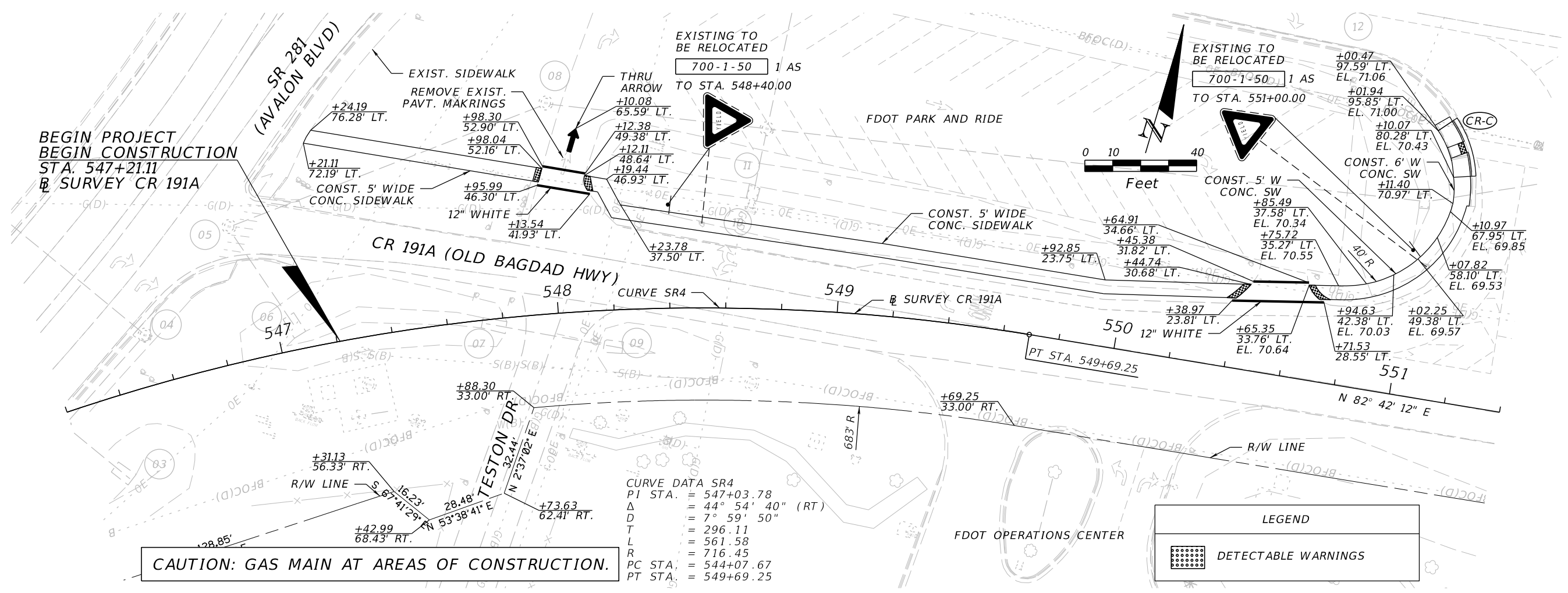
CURVE DATA BL1
 PI STA. = 25+93.24
 Δ = 34° 26' 28" (LT)
 D = 24° 22' 52"
 T = 72.84
 L = 141.26
 R = 235.00
 PC STA. = 25+20.40
 PT STA. = 26+61.66

(X) = ROADWAY PLAN SHEET NUMBER

REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT	SHEET NO. 8
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		

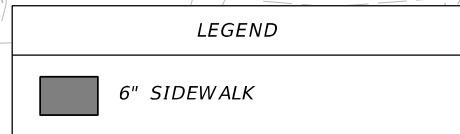
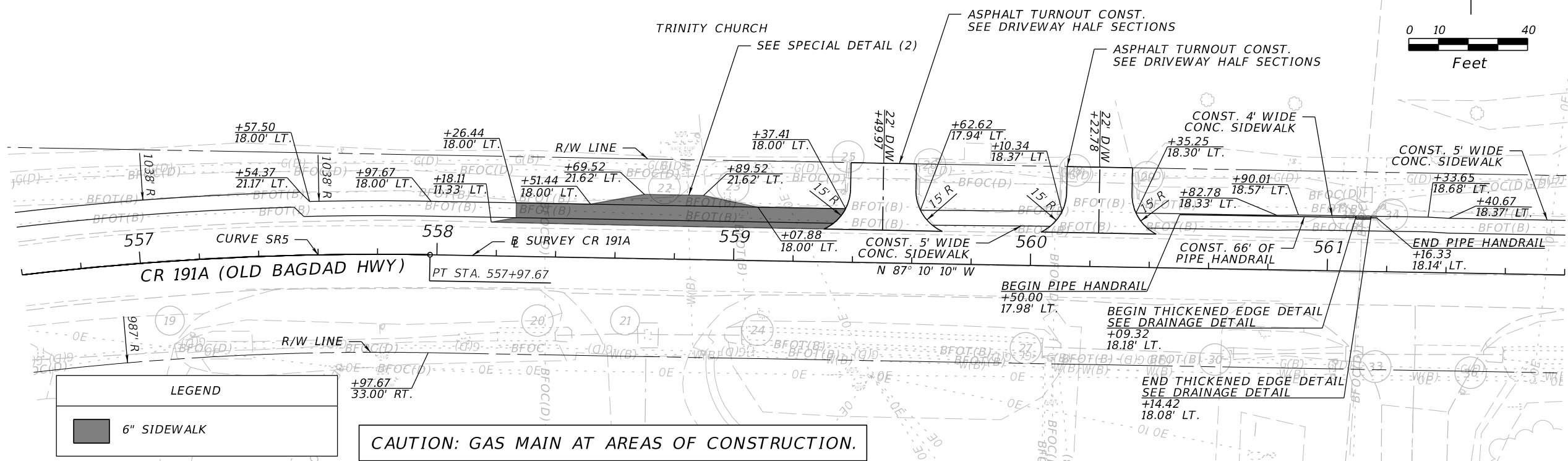
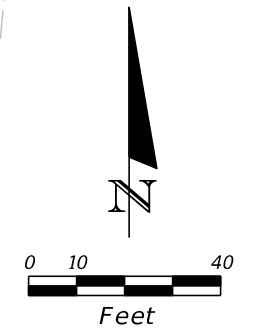
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

BEGIN PROJECT
 BEGIN CONSTRUCTION
 STA. 547+21.11
 SURVEY CR 191A

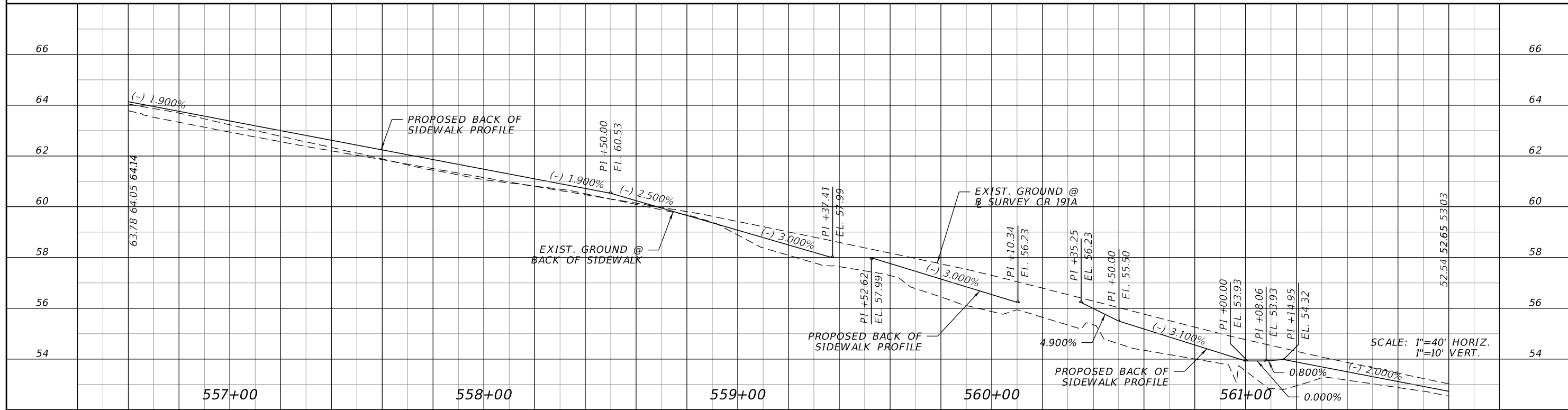


REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN-PROFILE (1)	SHEET NO. 9
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



CAUTION: GAS MAIN AT AREAS OF CONSTRUCTION.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

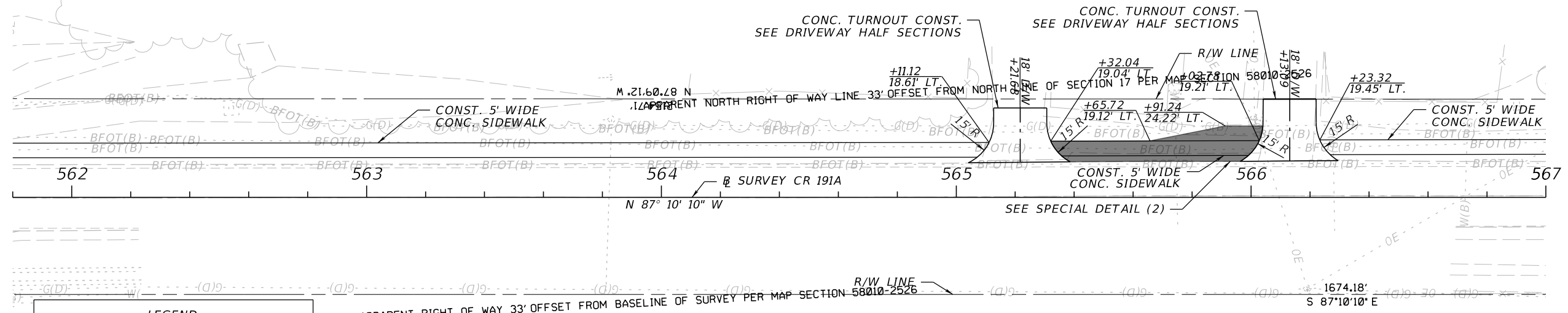
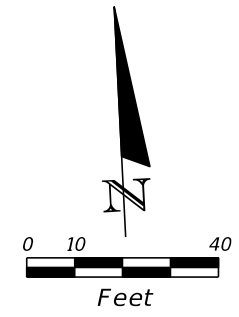
CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

ROADWAY PLAN-PROFILE (3)

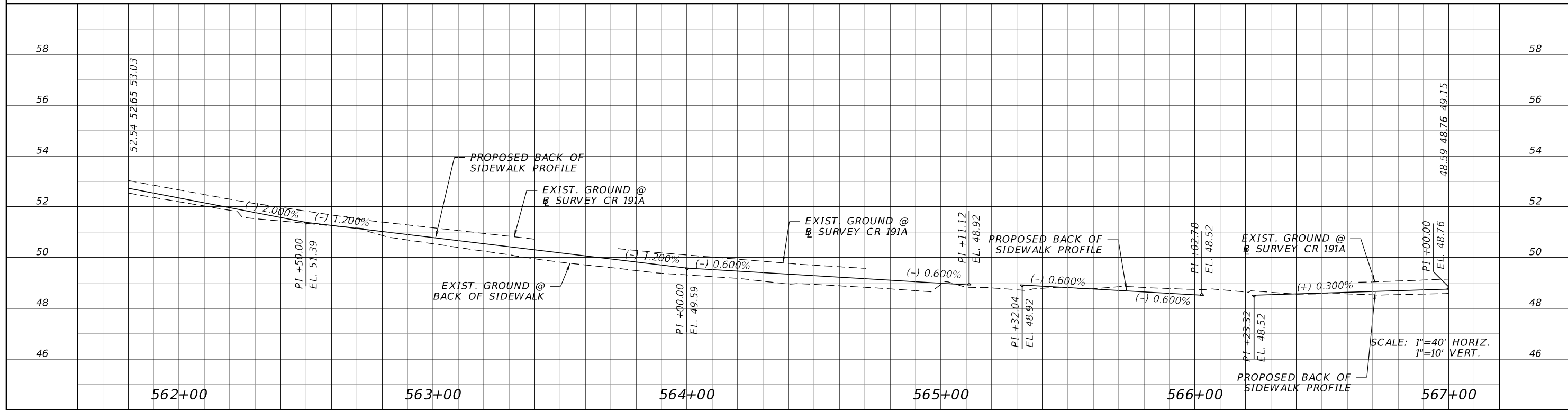
SHEET NO. **11**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND	
	6" SIDEWALK

CAUTION: GAS MAIN AT AREAS OF CONSTRUCTION.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

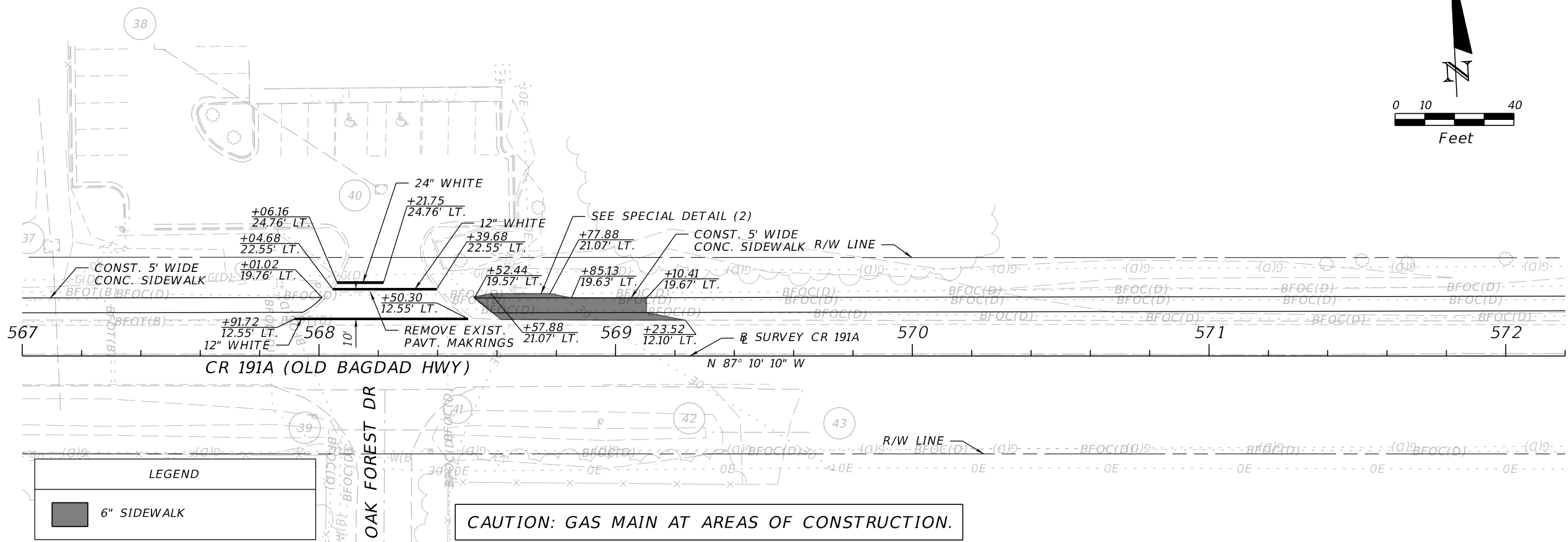
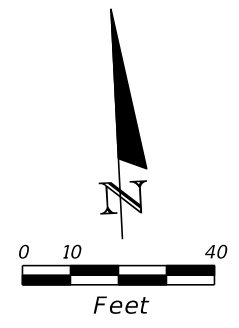
CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

ROADWAY PLAN-PROFILE (4)

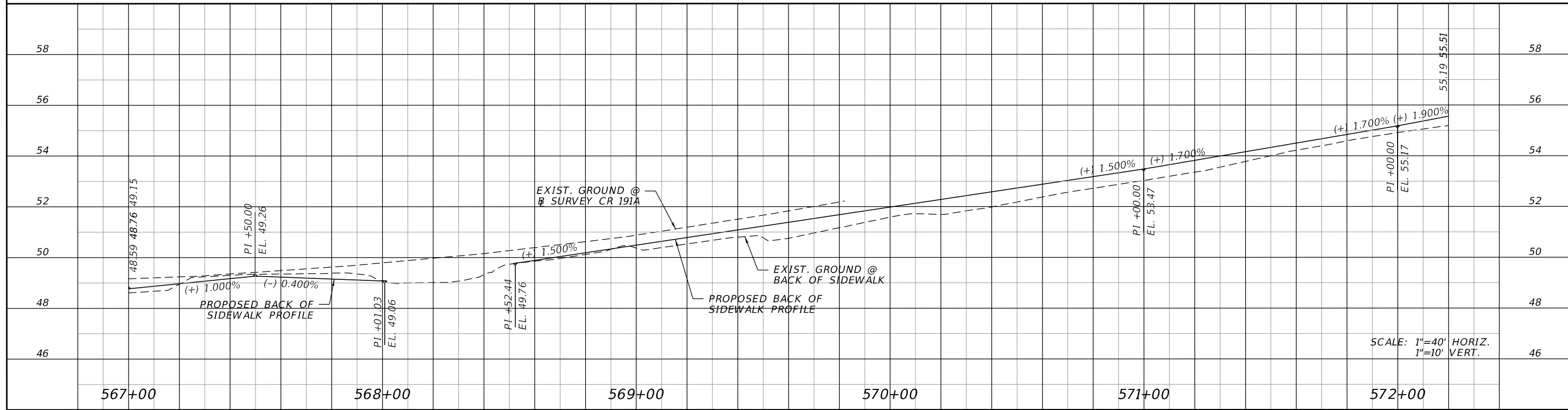
SHEET NO.
12

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND	
	6" SIDEWALK

CAUTION: GAS MAIN AT AREAS OF CONSTRUCTION.



SCALE: 1"=40' HORIZ.
1"=10' VERT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

ROADWAY PLAN-PROFILE (5)

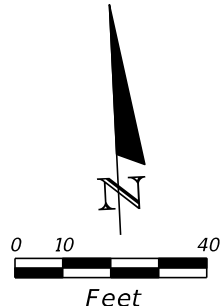
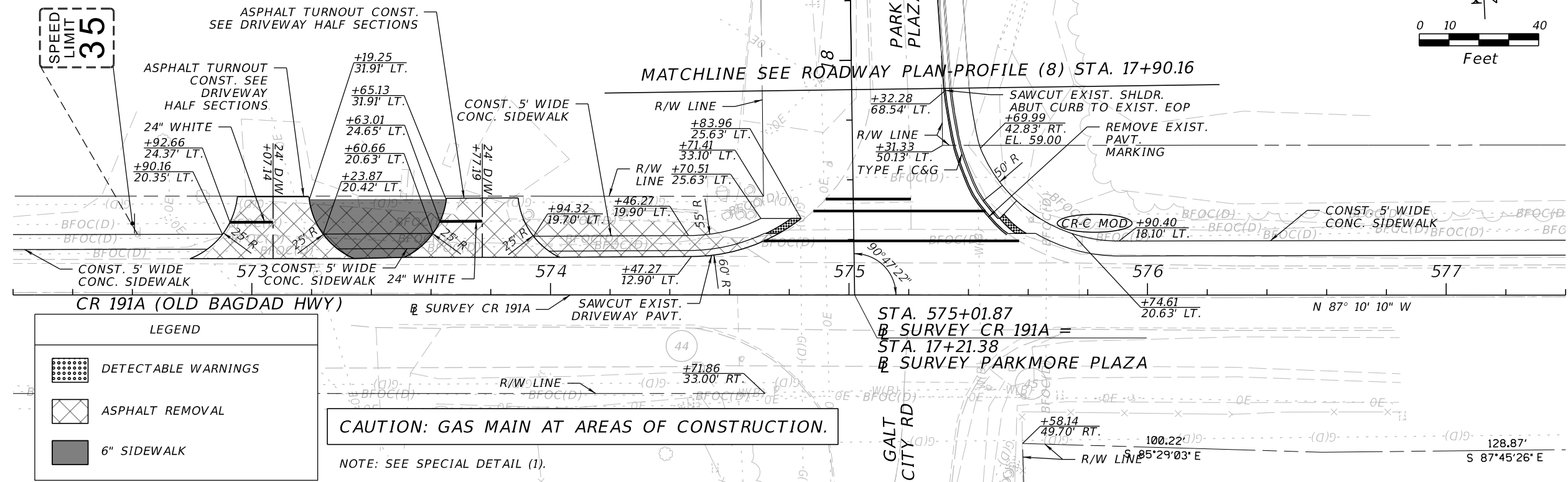
SHEET NO.
13

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXISTING TO BE RELOCATED
 700-1-50 1 AS
 TO STA. 572+60.00

SPEED LIMIT 35

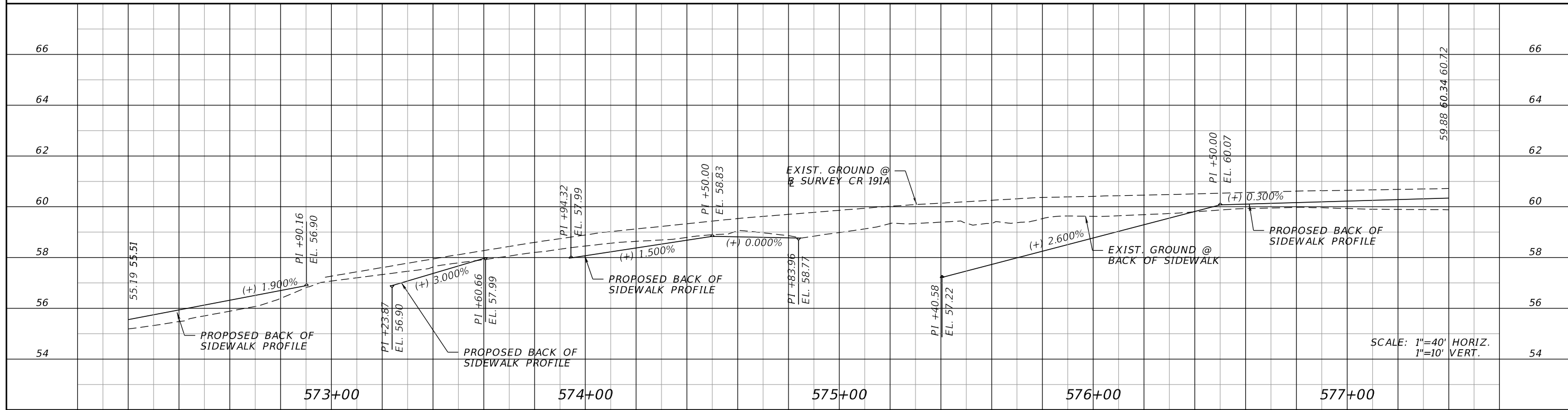
BETHEL BAPTIST CHURCH



LEGEND

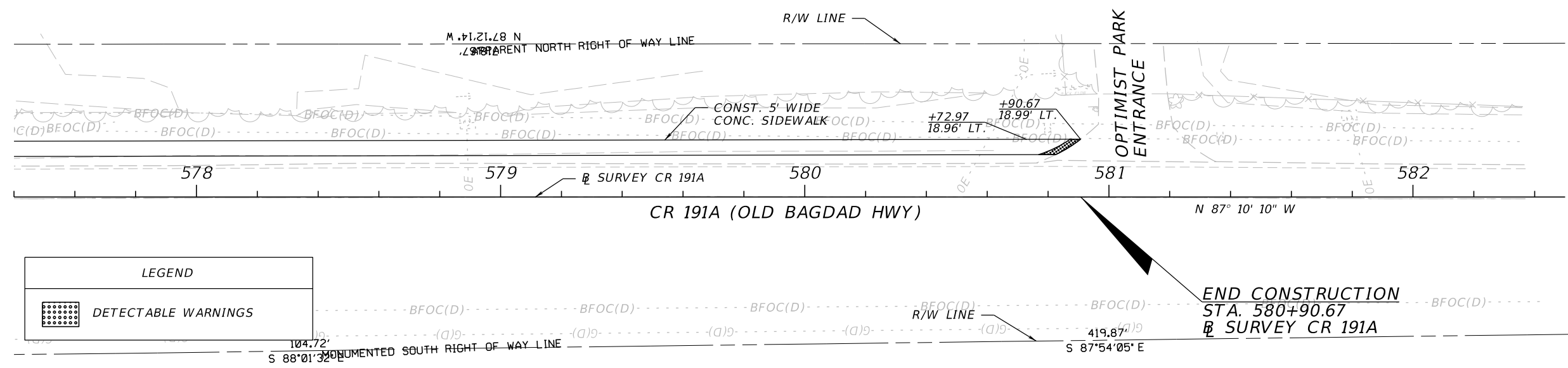
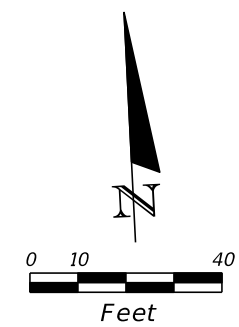
	DETECTABLE WARNINGS
	ASPHALT REMOVAL
	6" SIDEWALK

CAUTION: GAS MAIN AT AREAS OF CONSTRUCTION.
 NOTE: SEE SPECIAL DETAIL (1).

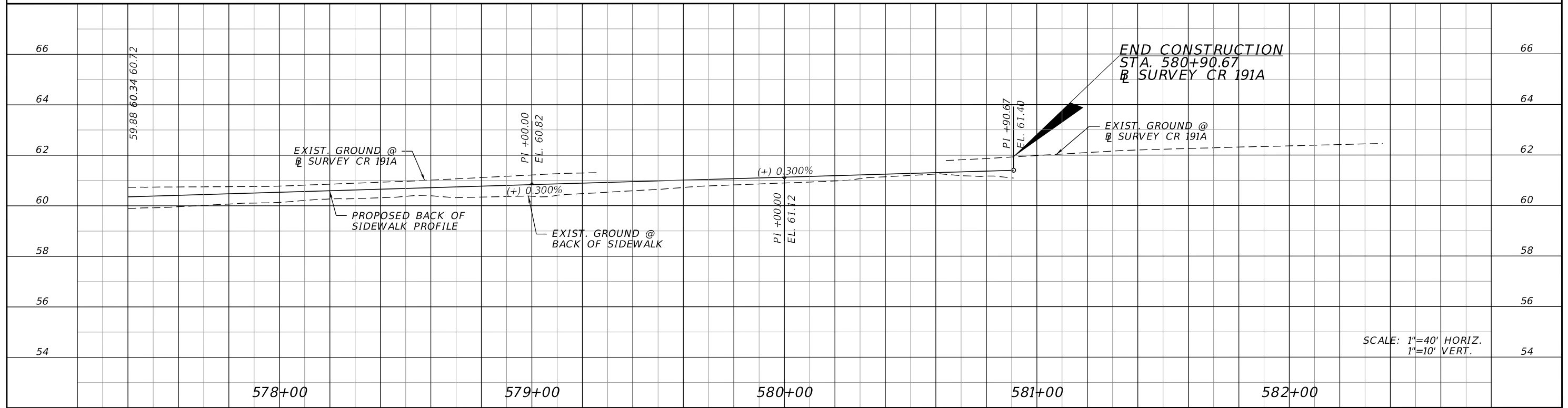


REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN-PROFILE (6)	SHEET NO. 14
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



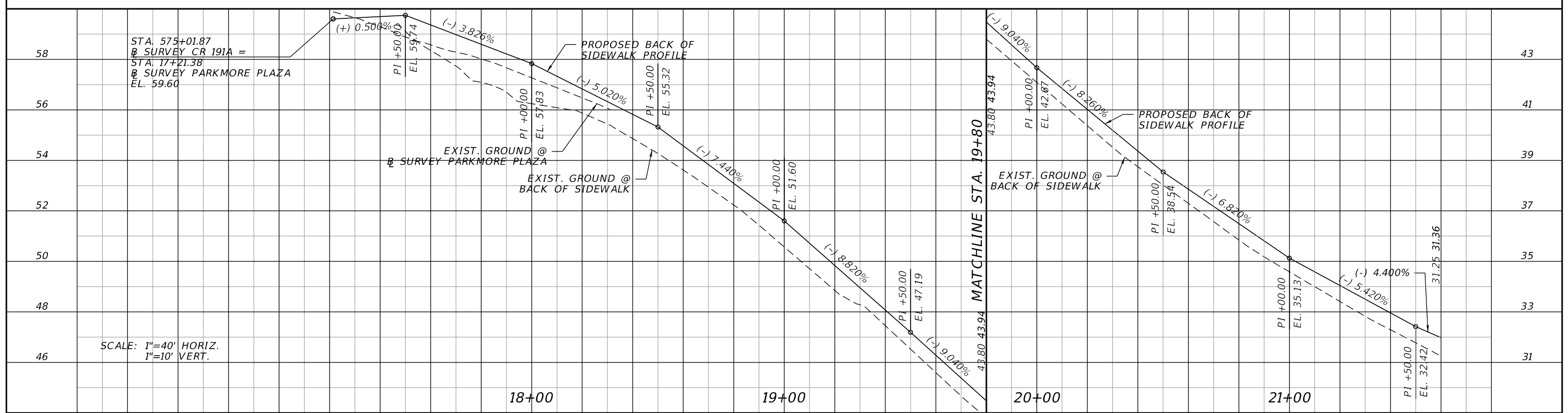
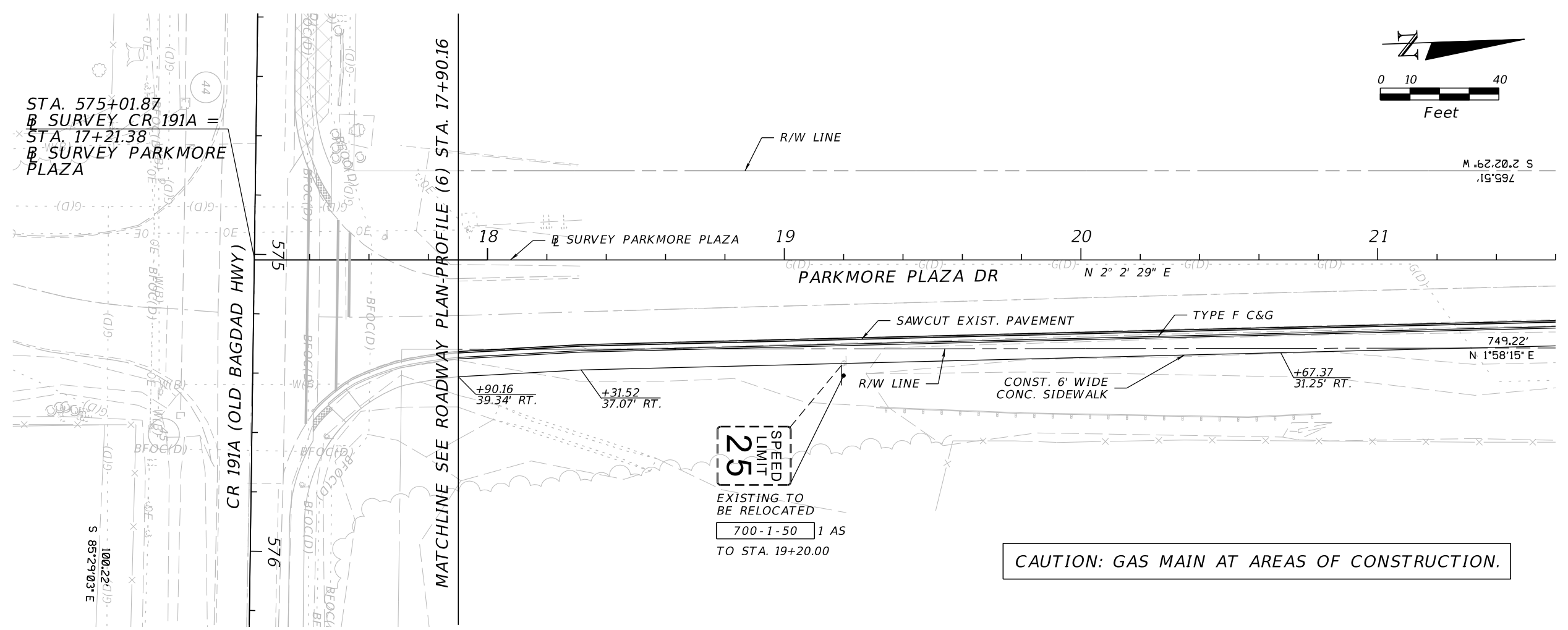
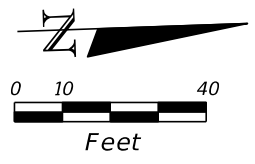
LEGEND	
	DETECTABLE WARNINGS



REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN-PROFILE (7)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		15

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

STA. 575+01.87
 B SURVEY CR 191A =
 STA. 17+21.38
 B SURVEY PARKMORE
 PLAZA



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

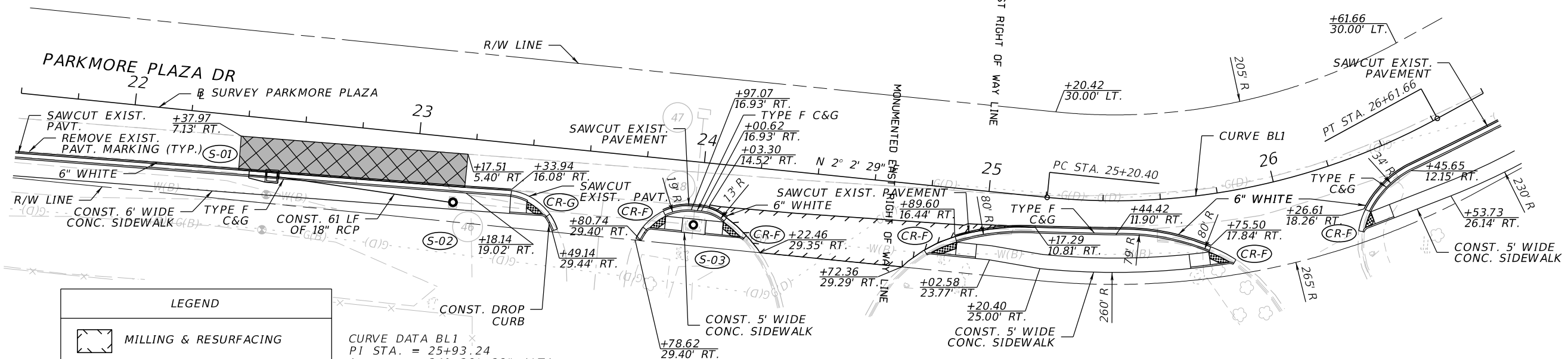
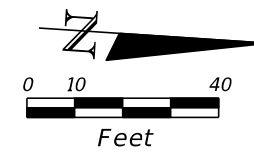
CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

ROADWAY PLAN-PROFILE (8)

SHEET NO.
16

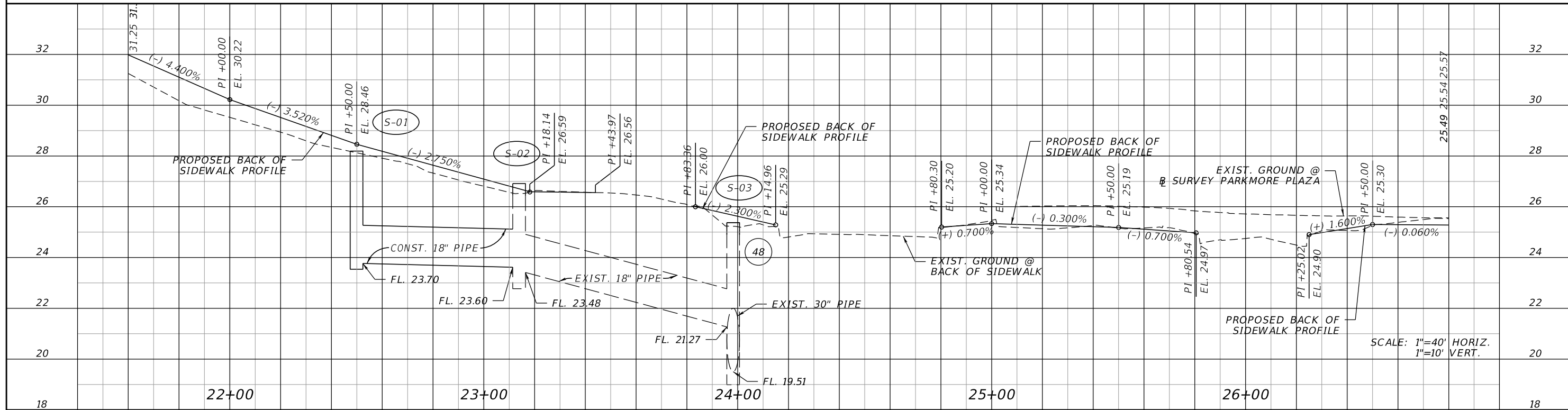
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND	
	MILLING & RESURFACING
	PAVEMENT RESTORATION
	DETECTABLE WARNINGS

CURVE DATA BL1
 PI STA. = 25+93.24
 Δ = 34° 26' 28" (LT)
 D = 24° 22' 52"
 T = 72.84
 L = 141.26
 R = 235.00
 PC STA. = 25+20.40
 PT STA. = 26+61.66

CAUTION: GAS MAIN AT AREAS OF CONSTRUCTION.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

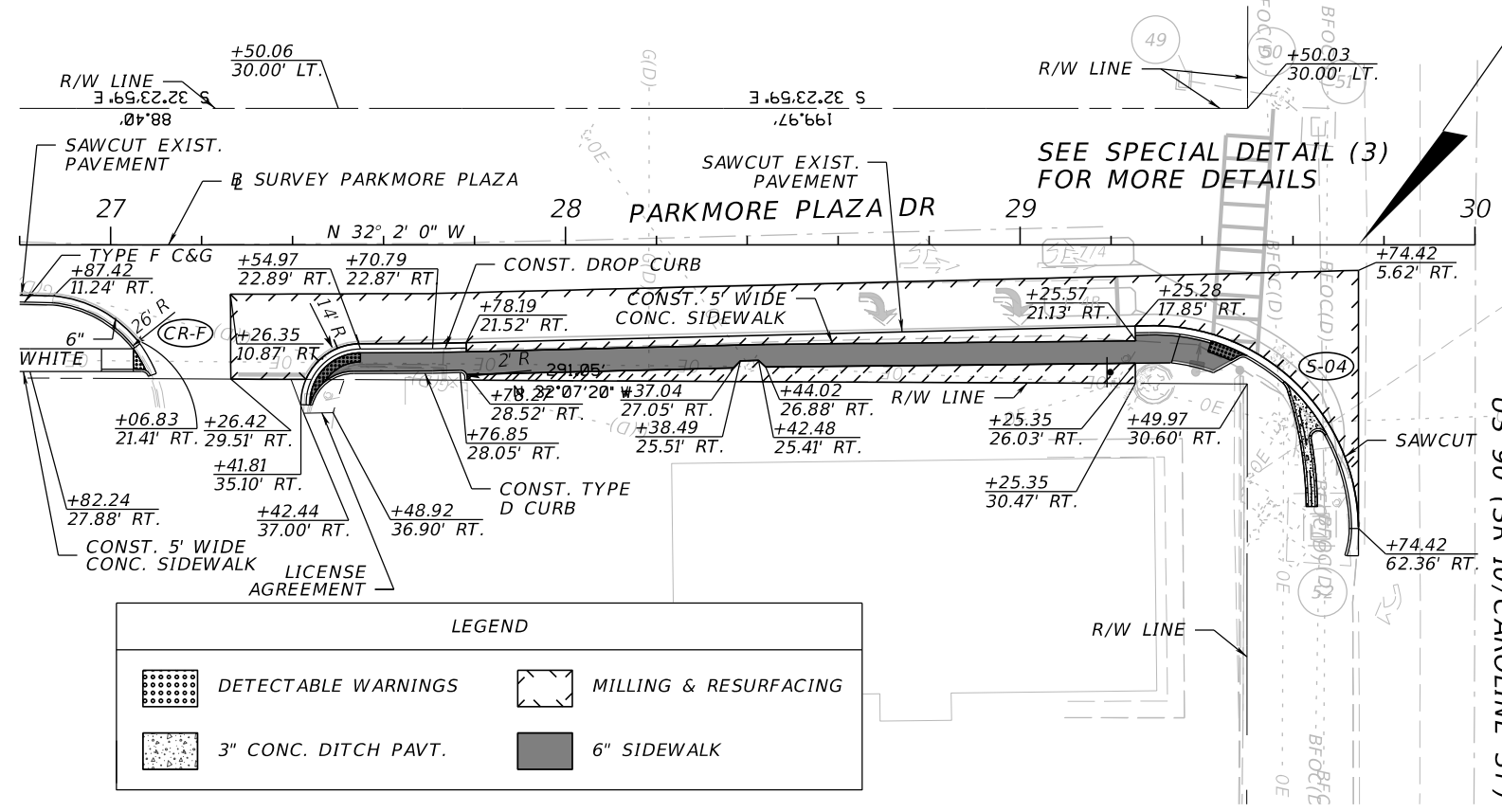
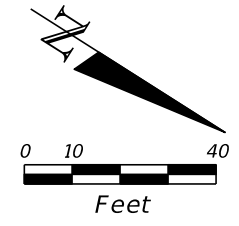
ROADWAY PLAN-PROFILE (9)

SCALE: 1"=40' HORIZ.
1"=10' VERT.

SHEET NO. 17

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

END PROJECT
 END CONSTRUCTION
 STA. 29+74.42
 @ SURVEY PARKMORE PLAZA

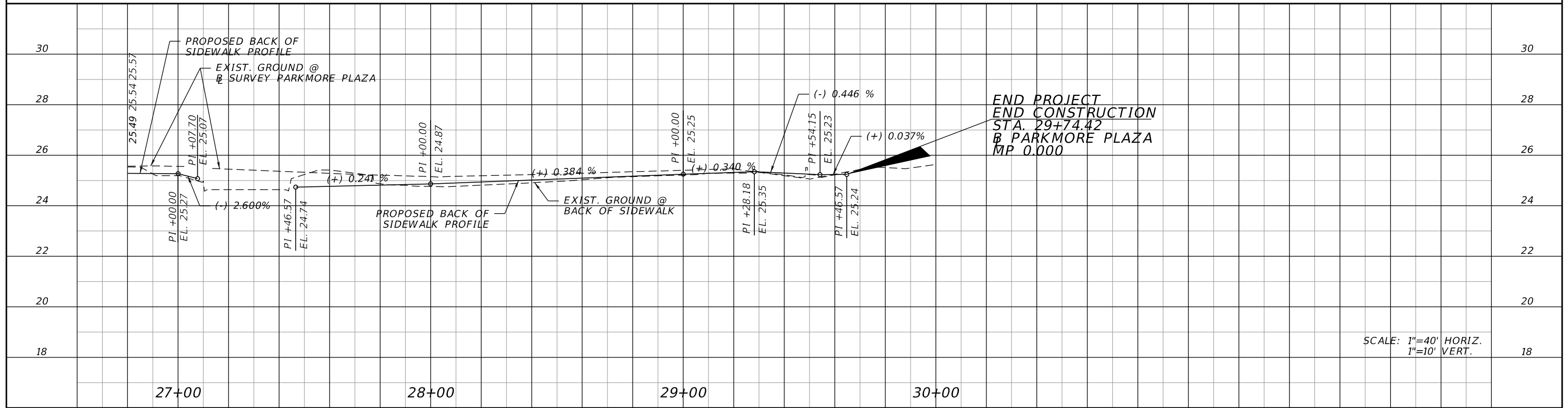


SEE SPECIAL DETAIL (3)
 FOR MORE DETAILS

US 90 (SR 10/CAROLINE ST)

CAUTION: GAS MAIN AT AREAS OF CONSTRUCTION.

LEGEND	
	DETECTABLE WARNINGS
	3" CONC. DITCH PAVT.
	MILLING & RESURFACING
	6" SIDEWALK



SCALE: 1"=40' HORIZ.
 1"=10' VERT.

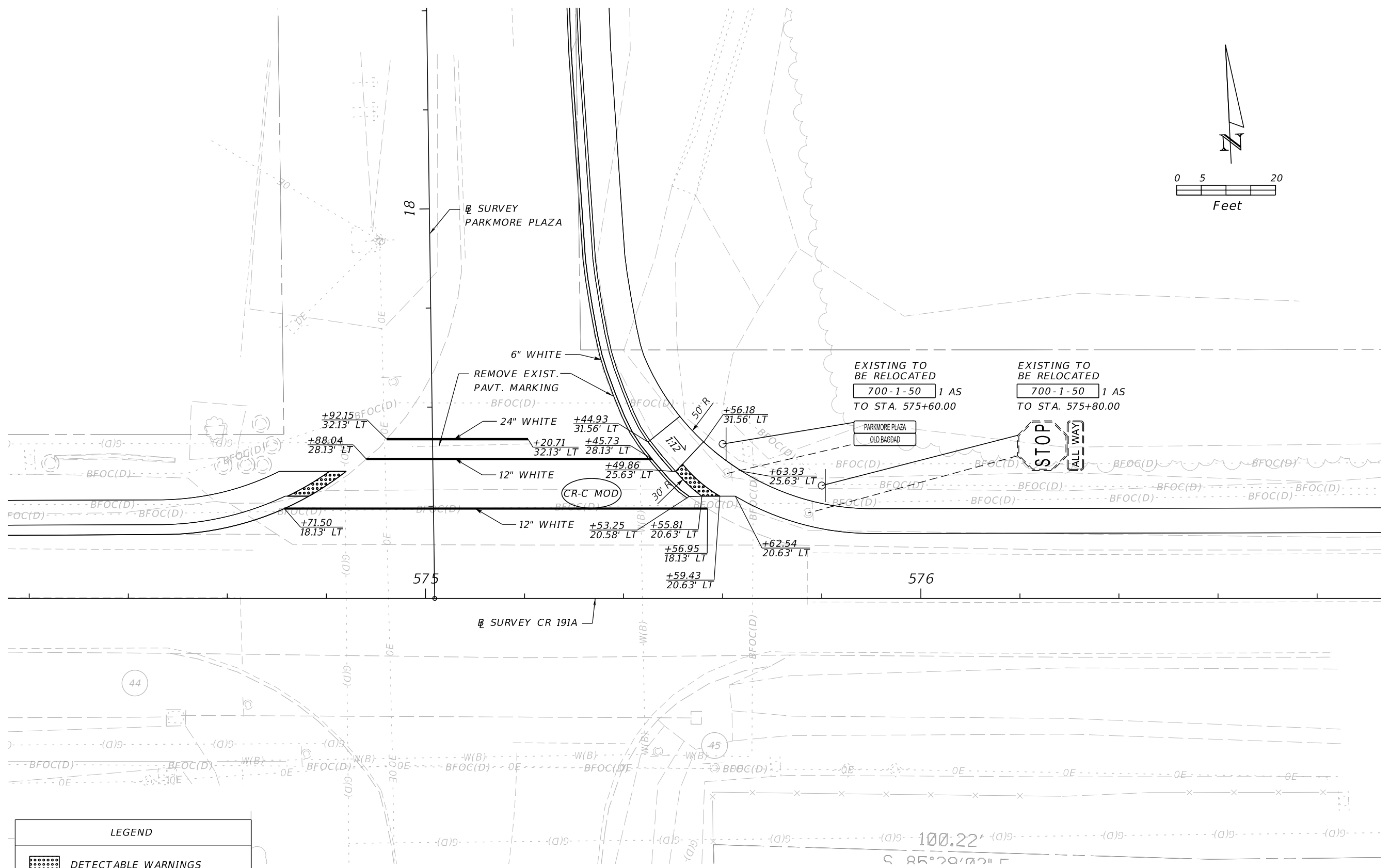
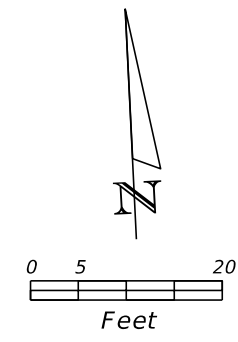
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

ROADWAY PLAN-PROFILE (10)		SHEET NO. 18
----------------------------------	--	------------------------

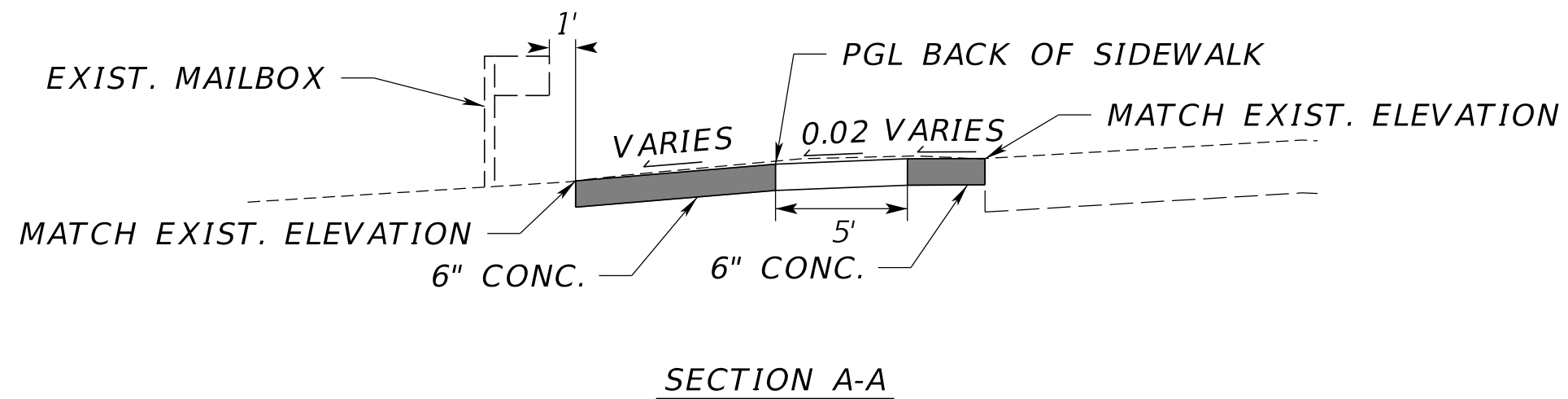
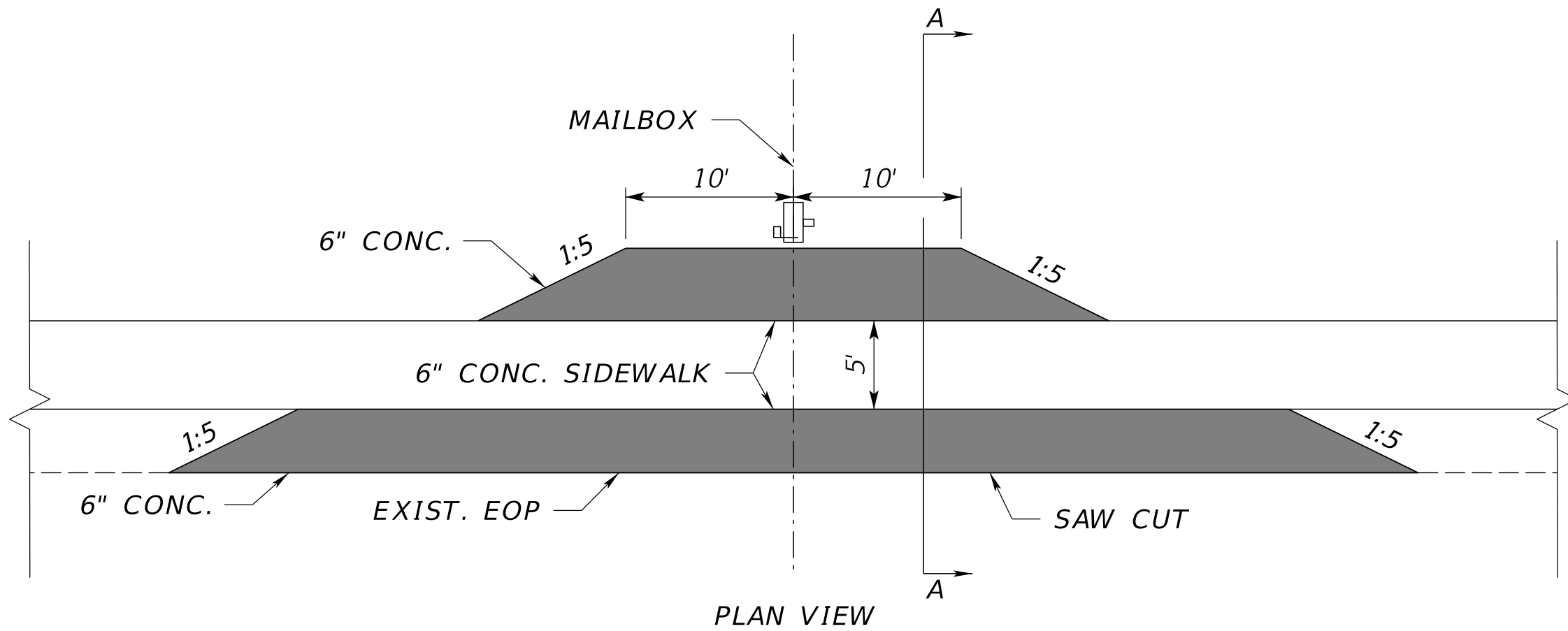
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND	
	DETECTABLE WARNINGS

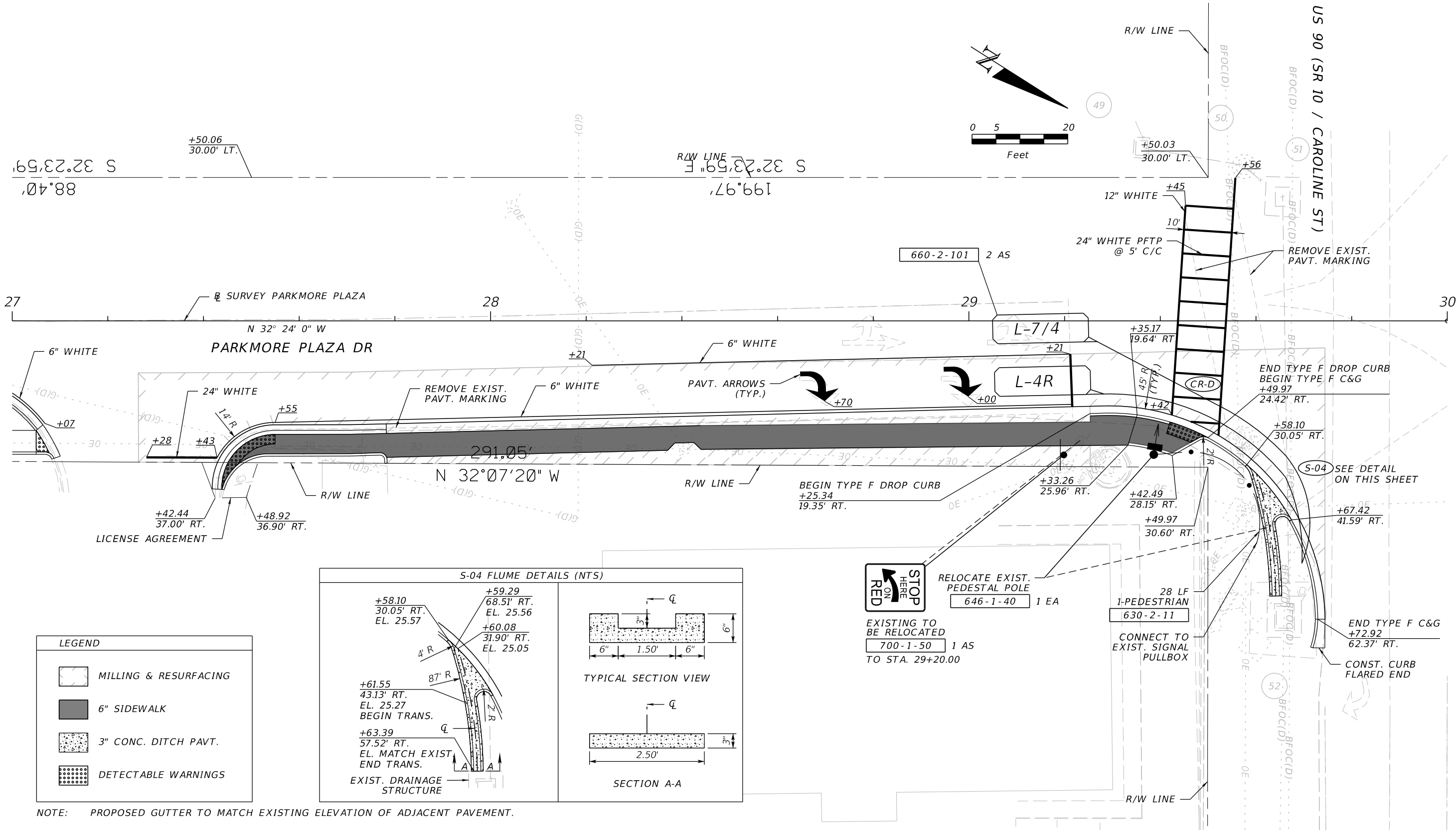
REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. SPECIAL DETAIL (1) 19
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CR 191A	SANTA ROSA	438114-2-58-01	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



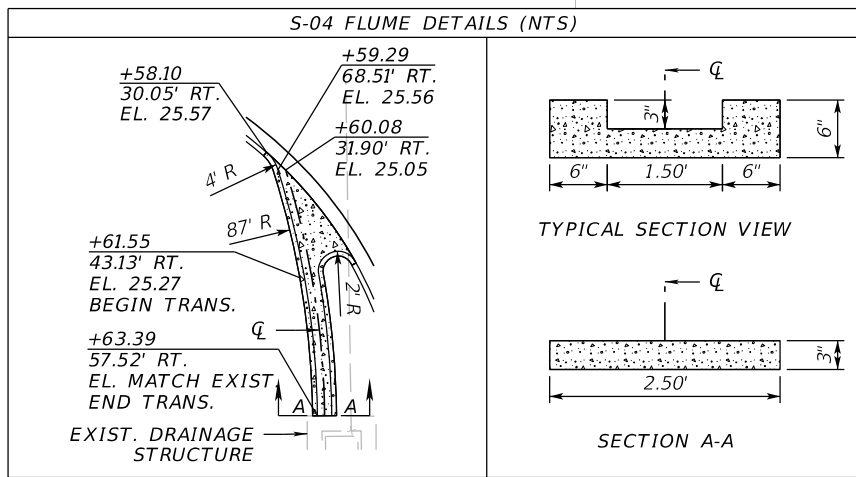
REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SPECIAL DETAIL (2)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		20

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND

	MILLING & RESURFACING
	6" SIDEWALK
	3" CONC. DITCH PAVT.
	DETECTABLE WARNINGS



NOTE: PROPOSED GUTTER TO MATCH EXISTING ELEVATION OF ADJACENT PAVEMENT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

SPECIAL DETAIL (3)

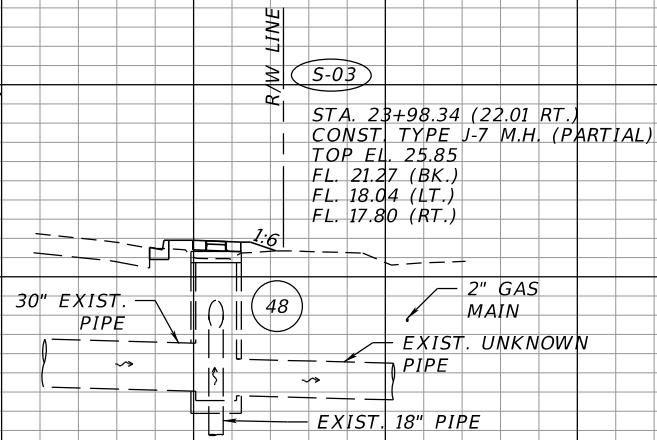
SHEET NO.
21

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

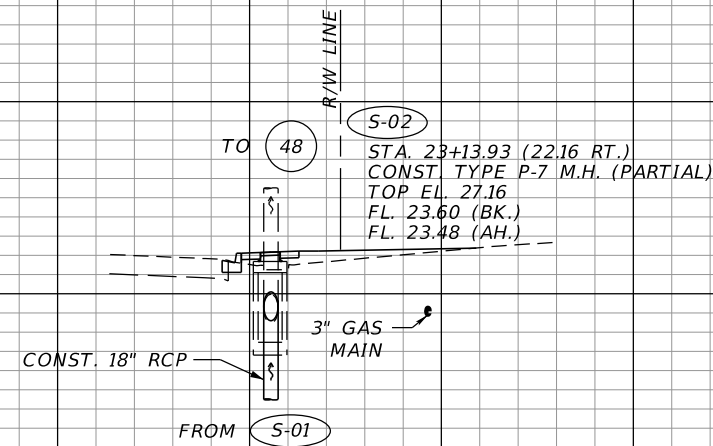
NOTES:

- SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES EXTEND INTO THE STABILIZED PORTION OF THE ROADBED AND EXTREME CAUTION WILL BE NECESSARY IN STABILIZATION OPERATIONS AT THESE LOCATIONS.
- THE CONTRACTOR IS TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF ALL EXISTING DRAINAGE STRUCTURES AND PIPES TO REMAIN OR BE MODIFIED PRIOR TO ORDERING, CASTING, OR PLACING PROPOSED DRAINAGE STRUCTURES TO ACCOMMODATE FIELD CONDITIONS.
- NOTIFY THE ENGINEER OF RECORD IMMEDIATELY IF FIELD ADJUSTMENTS ARE NEEDED, ALL CHANGES IN AS-BUILTS PLANS.
- EXISTING STRUCTURES TO REMAIN UNLESS OTHERWISE NOTED.

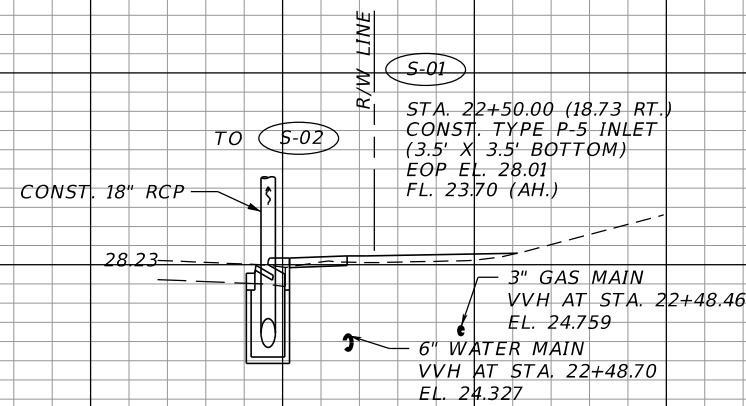
☒ SURVEY PARKMORE PLAZA



S-03
23+98.34



S-02
23+13.93



S-01
22+50.00

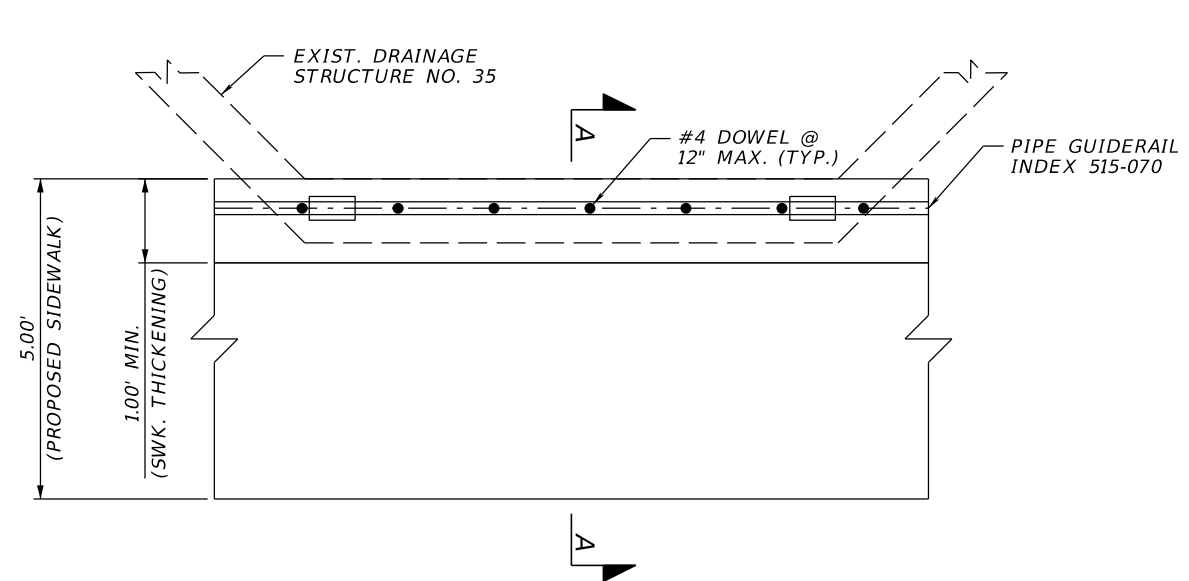
☒ SURVEY PARKMORE PLAZA

1" = 20' Horizontal
1" = 10' Vertical

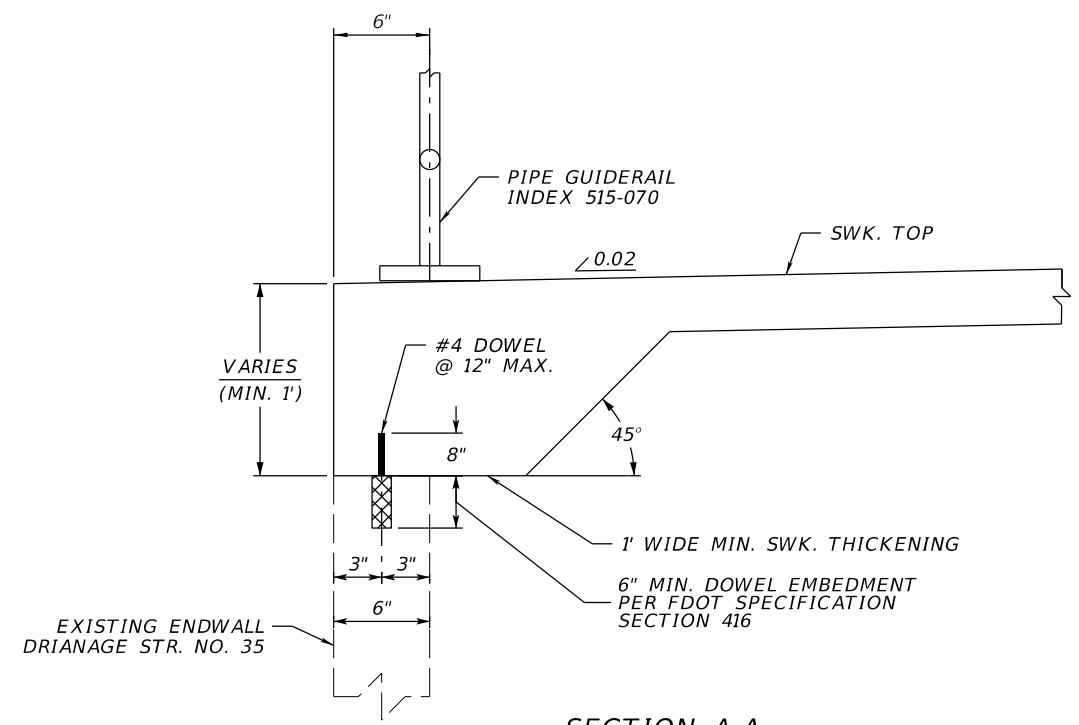
140 120 100 80 60 40 20 0 20 40 60 80 100 120

REVISIONS		DATE		DESCRIPTION	

BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			DRAINAGE STRUCTURES	SHEET NO. 22
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	CR 191A	SANTA ROSA	438114-2-58-01		



PLAN VIEW



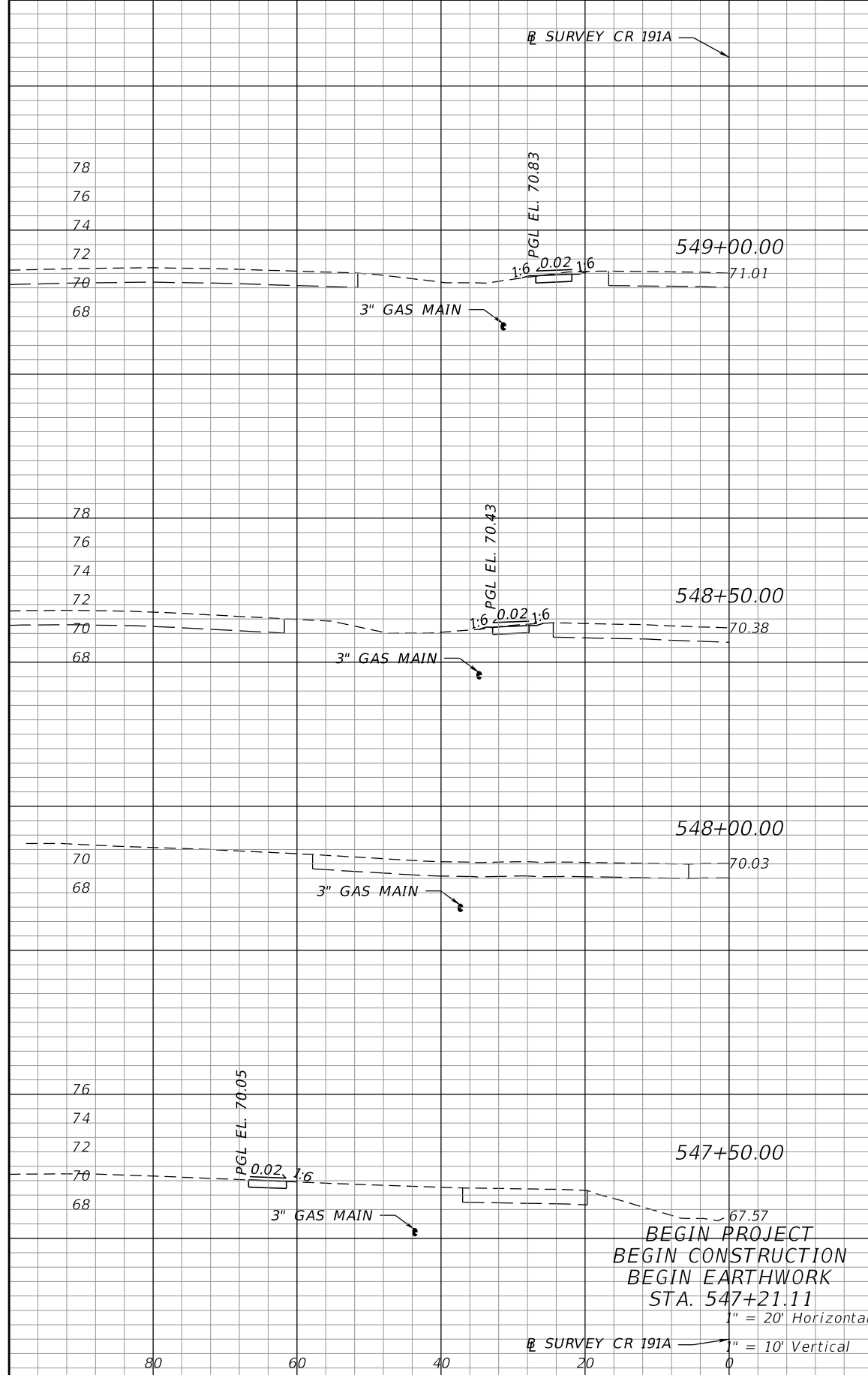
SECTION A-A

THICKENED EDGE SIDEWALK DETAIL
 STA. 561+09.32 (LT.) TO STA. 561+14.42 (LT.)
 NTS

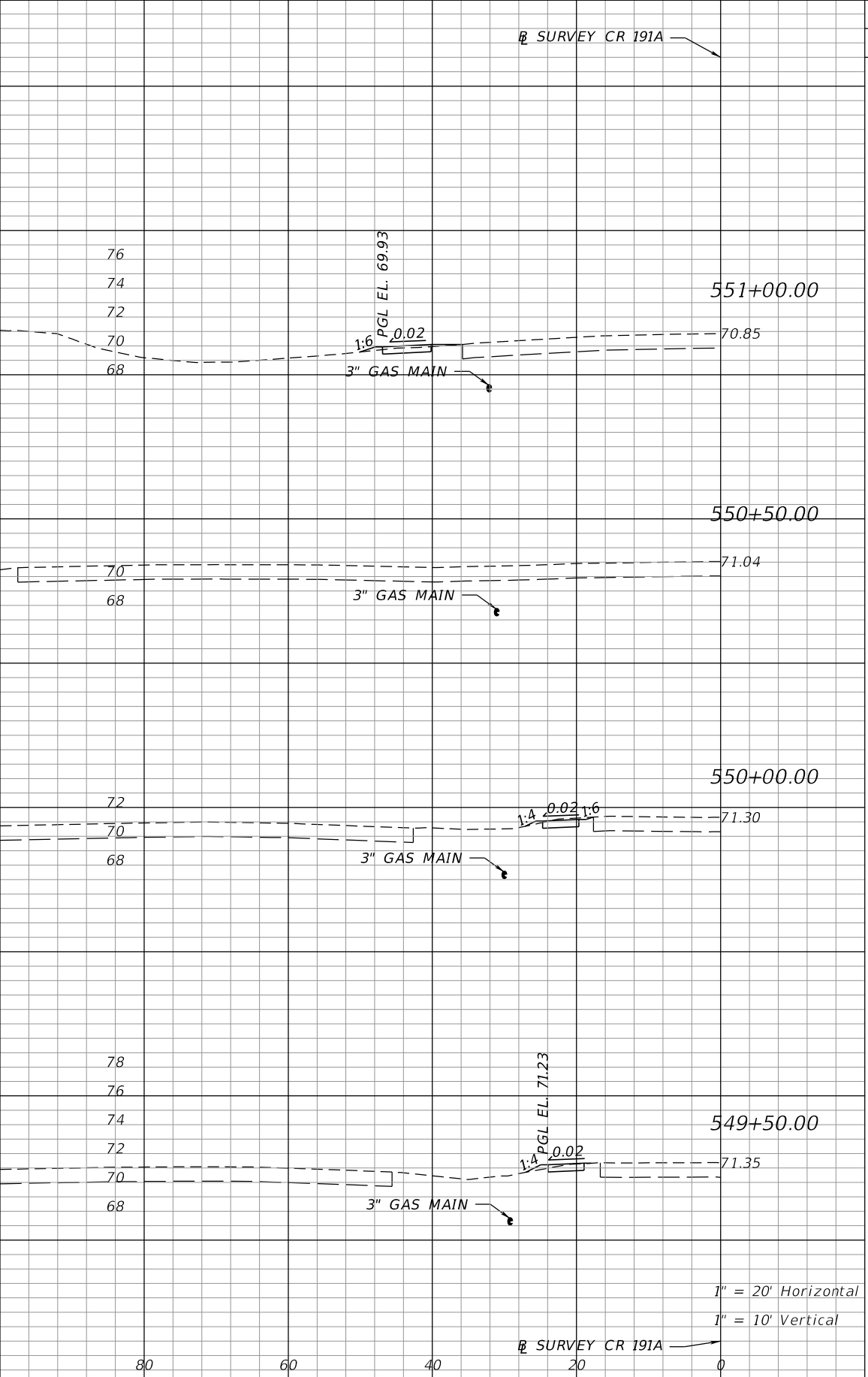
NOTES:

- NO JOINTS IN THE SIDEWALK OVER THE LENGTH OF THE EXISTING ENDWALL.

REVISIONS				PREDRAG MILOSAVLJEVIC, PE PE LICENSE NUMBER 54961 SCALAR CONSULTING GROUP INC. 5713 CORPORATE WAY, SUITE 200 WEST PALM BEACH, FLORIDA 33407	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<i>DRAINAGE DETAIL</i>	SHEET NO. 23
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		



Regular		Exc.		Embankment	
A	V	A	V	A	V
3.2	5.7	0.1	0.2		
3.0	2.8	0.1	0.1		
0.0	2.4	0.0	0.0		
2.6	0.0	0.0	0.0		



Regular		Exc.		Embankment	
A	V	A	V	A	V
2.3	2.1	0.8	0.7		
0.0	2.8	0.0	0.3		
3.0	4.6	0.3	0.9		
2.0	4.8	0.7	0.7		

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (1)
 SHEET NO. 24

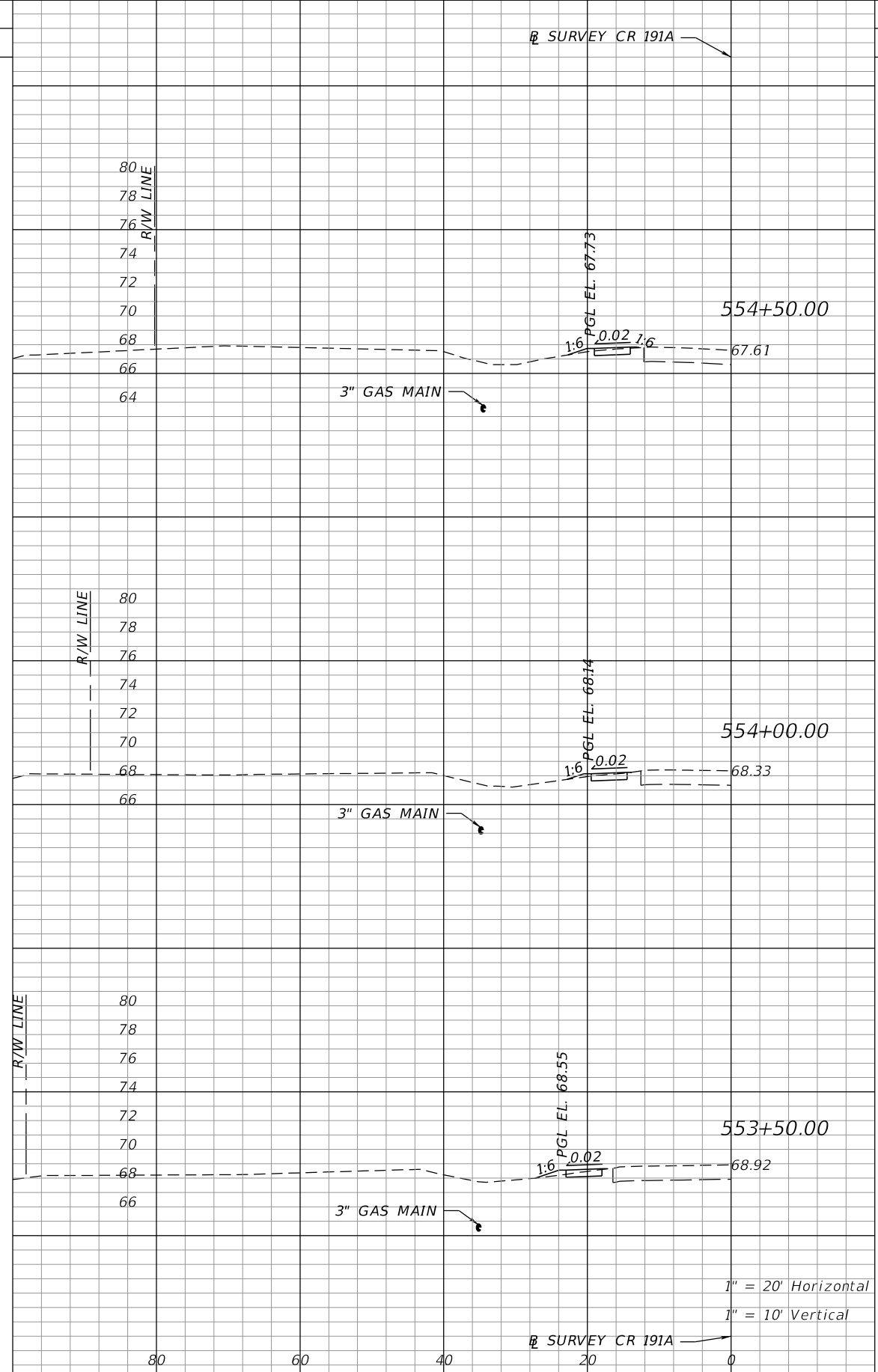
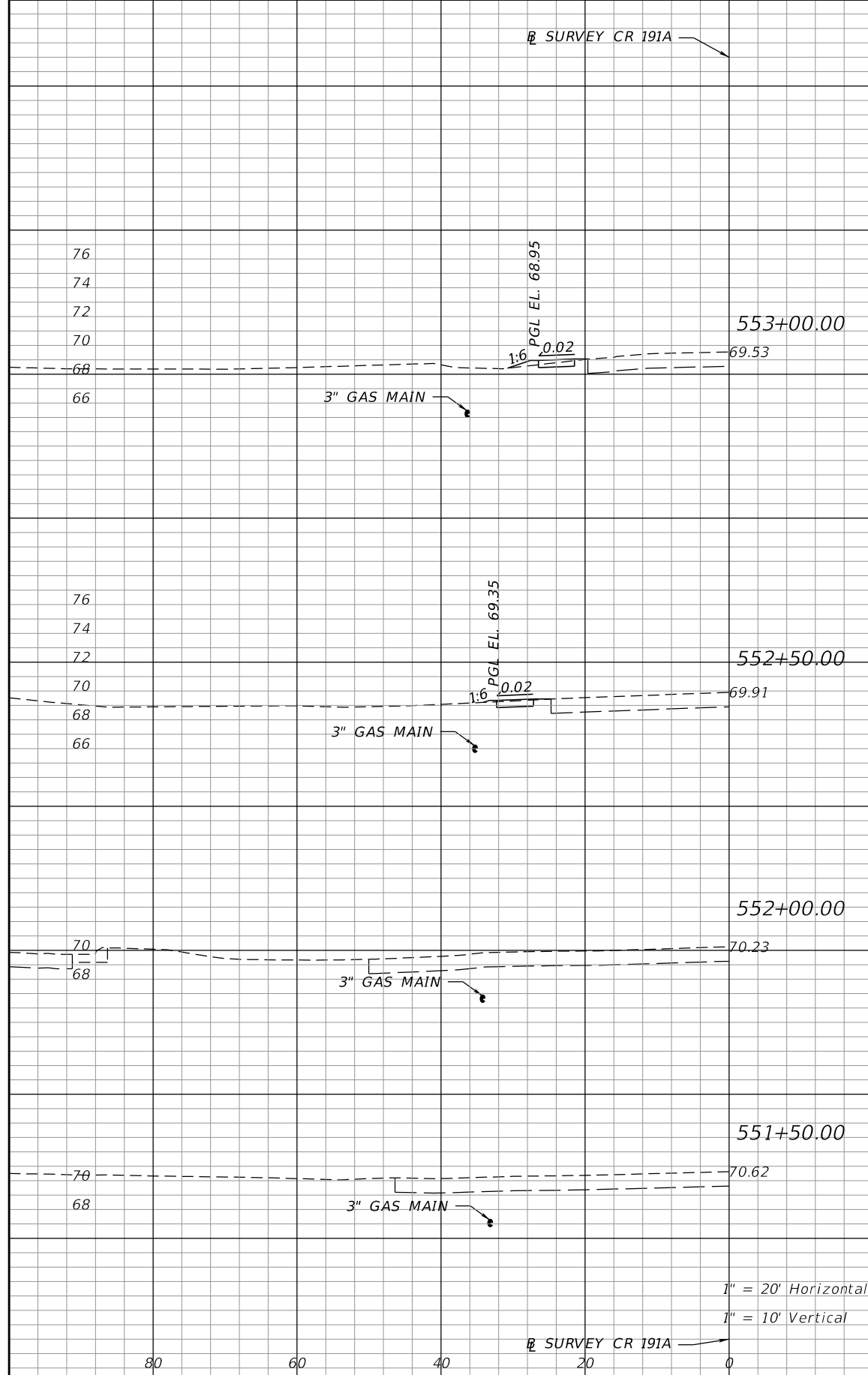
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc. Embankment

A V A V

Regular Exc. Embankment

A V A V



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

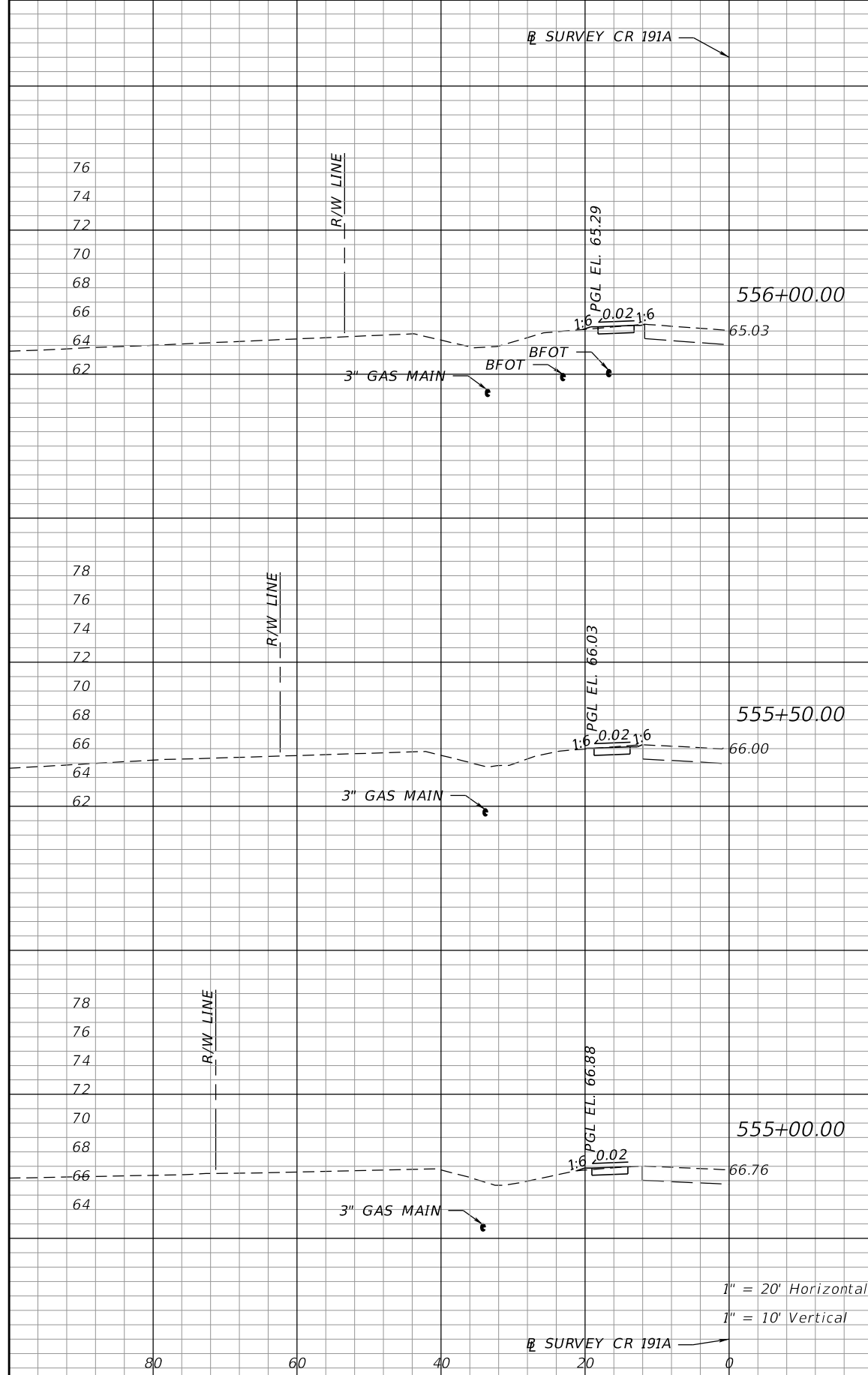
CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

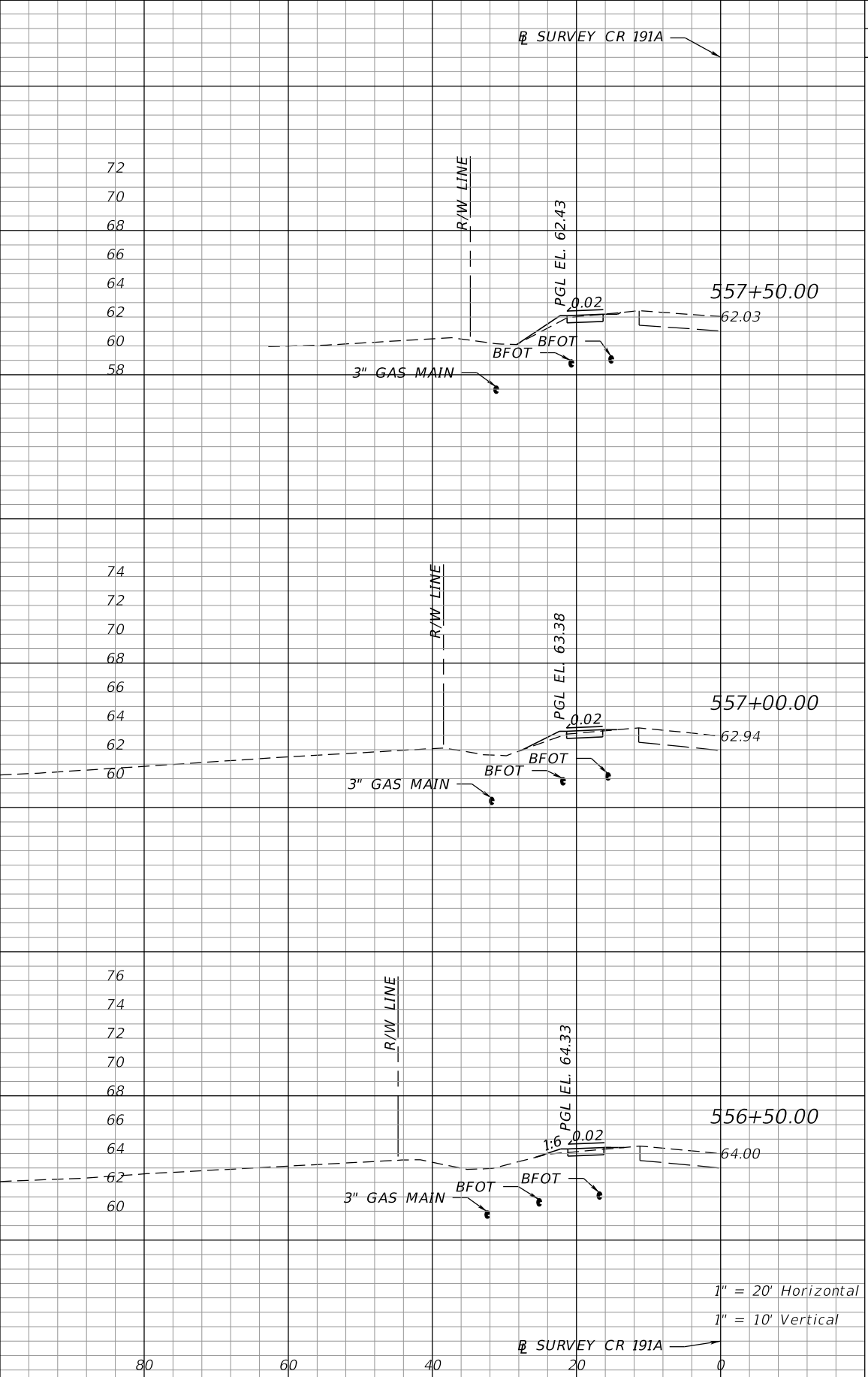
CROSS SECTIONS (2)

SHEET NO.
25

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.		Embankment	
A	V	A	V	A	V
2.4	4.8	0.2	0.2		
2.8	4.6	0.0	0.2		
2.2	3.8	0.2	0.7		



Regular		Exc.		Embankment	
A	V	A	V	A	V
2.3	3.8	1.5	2.6		
1.8	3.1	1.3	1.9		
1.6	3.7	0.8	0.9		

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (3)		SHEET NO.
		26

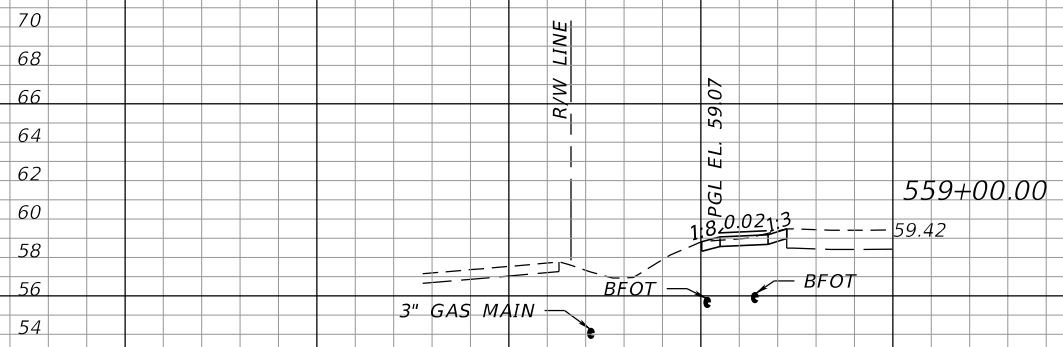
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc. Embankment

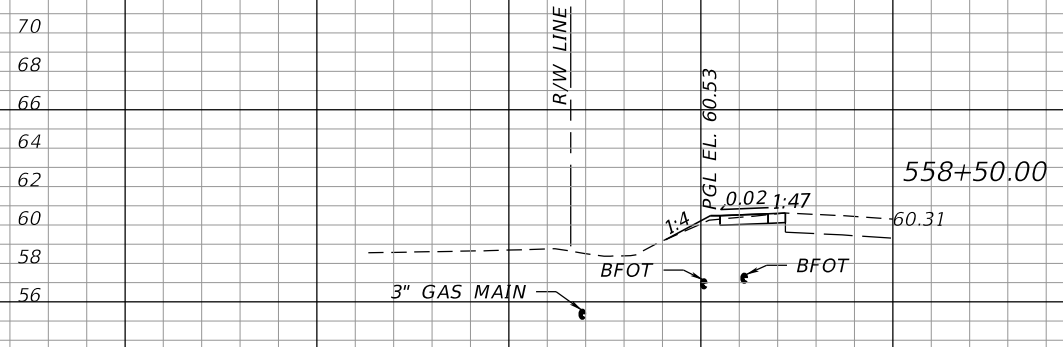
A V A V

Regular Exc. Embankment

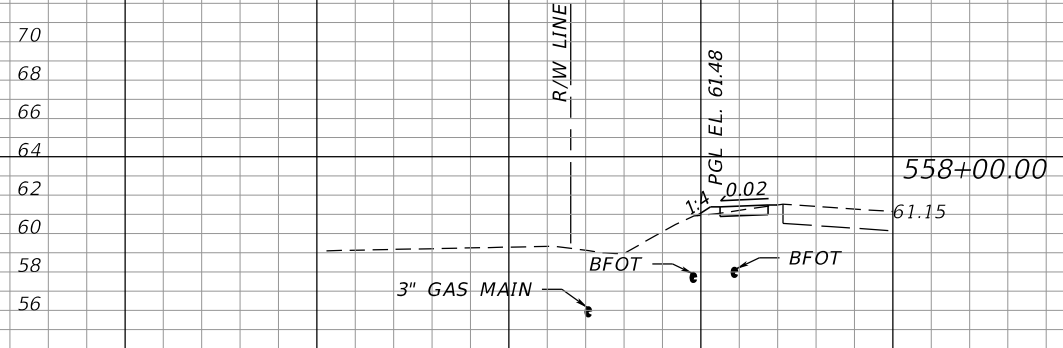
A V A V



2.1 3.7 0.3 0.9

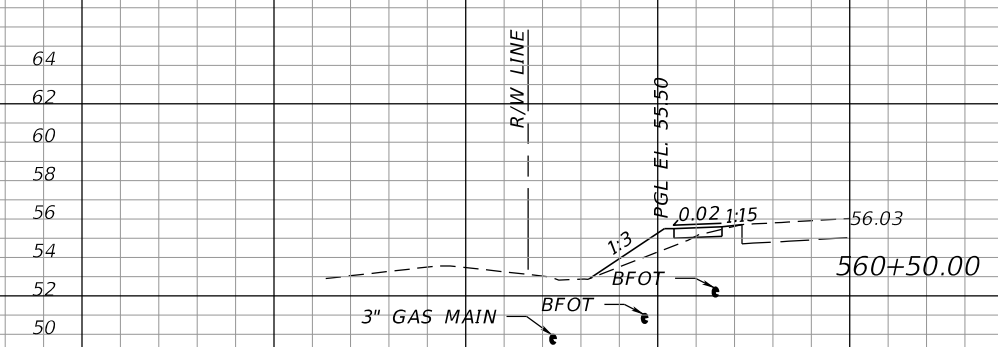


1.9 3.1 0.7 1.3

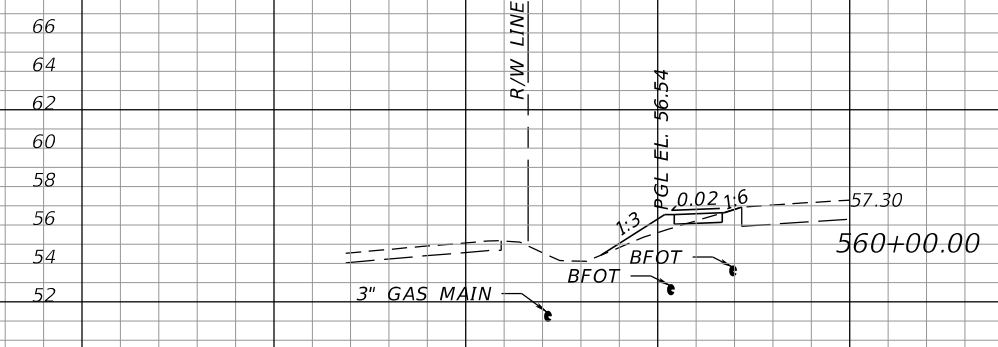


1.5 3.5 0.7 2.0

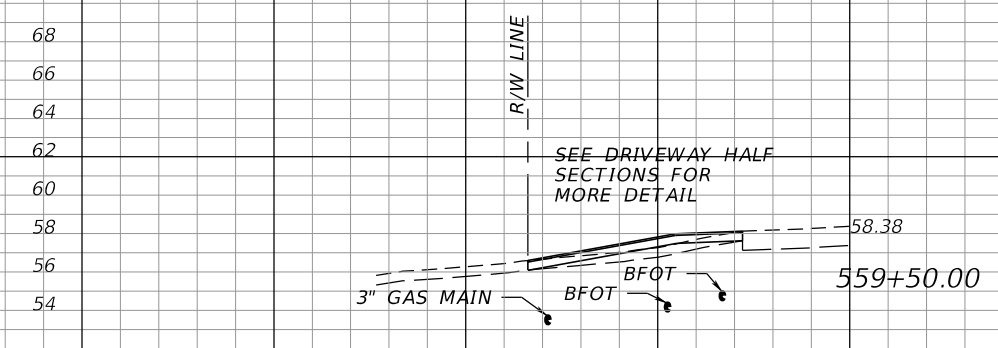
1" = 20' Horizontal
1" = 10' Vertical



0.6 1.5 5.7 8.4



0.9 0.9 3.3 3.1



0.0 1.9 0.0 0.3

1" = 20' Horizontal
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (4)

SHEET NO.
27

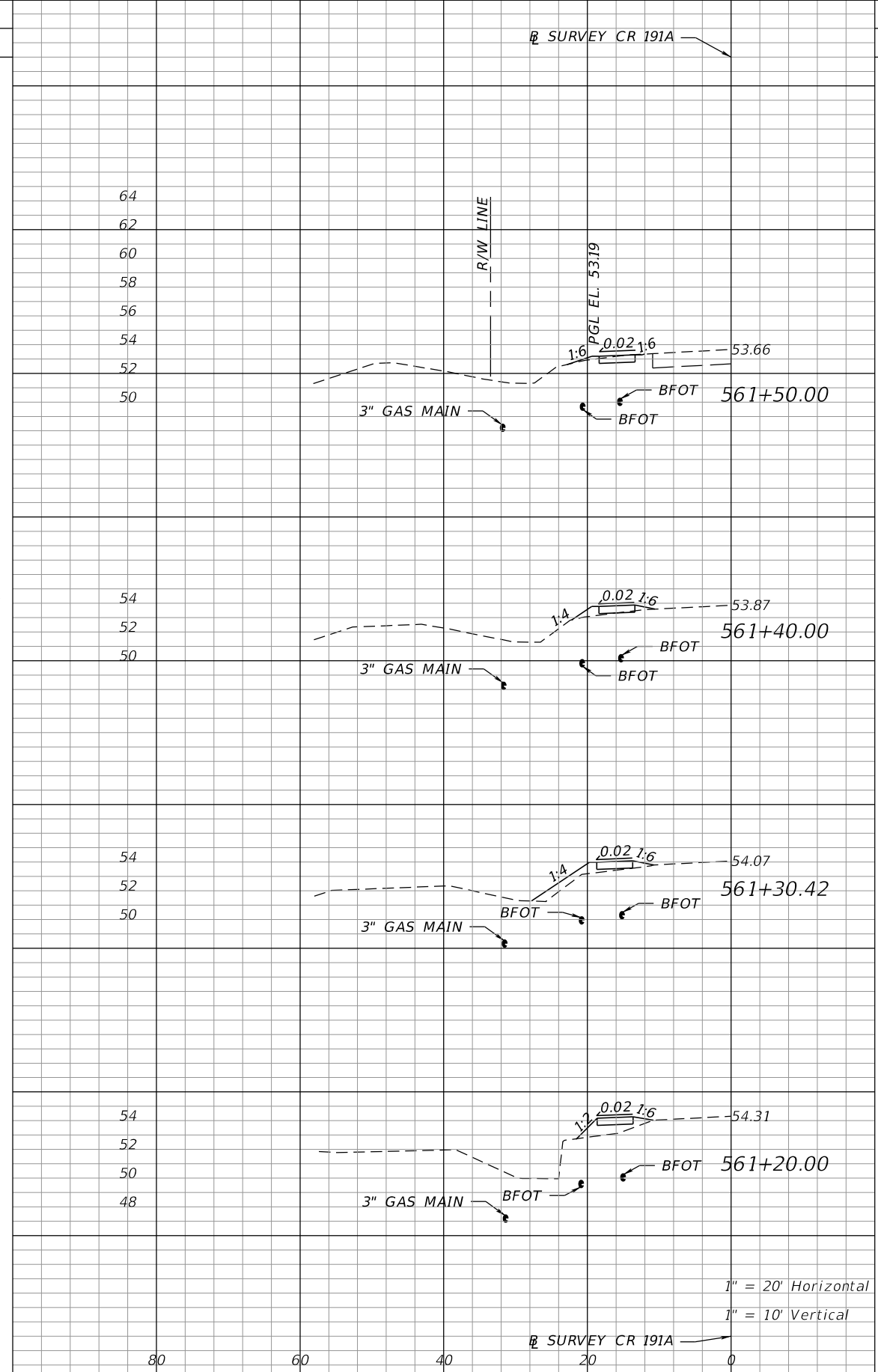
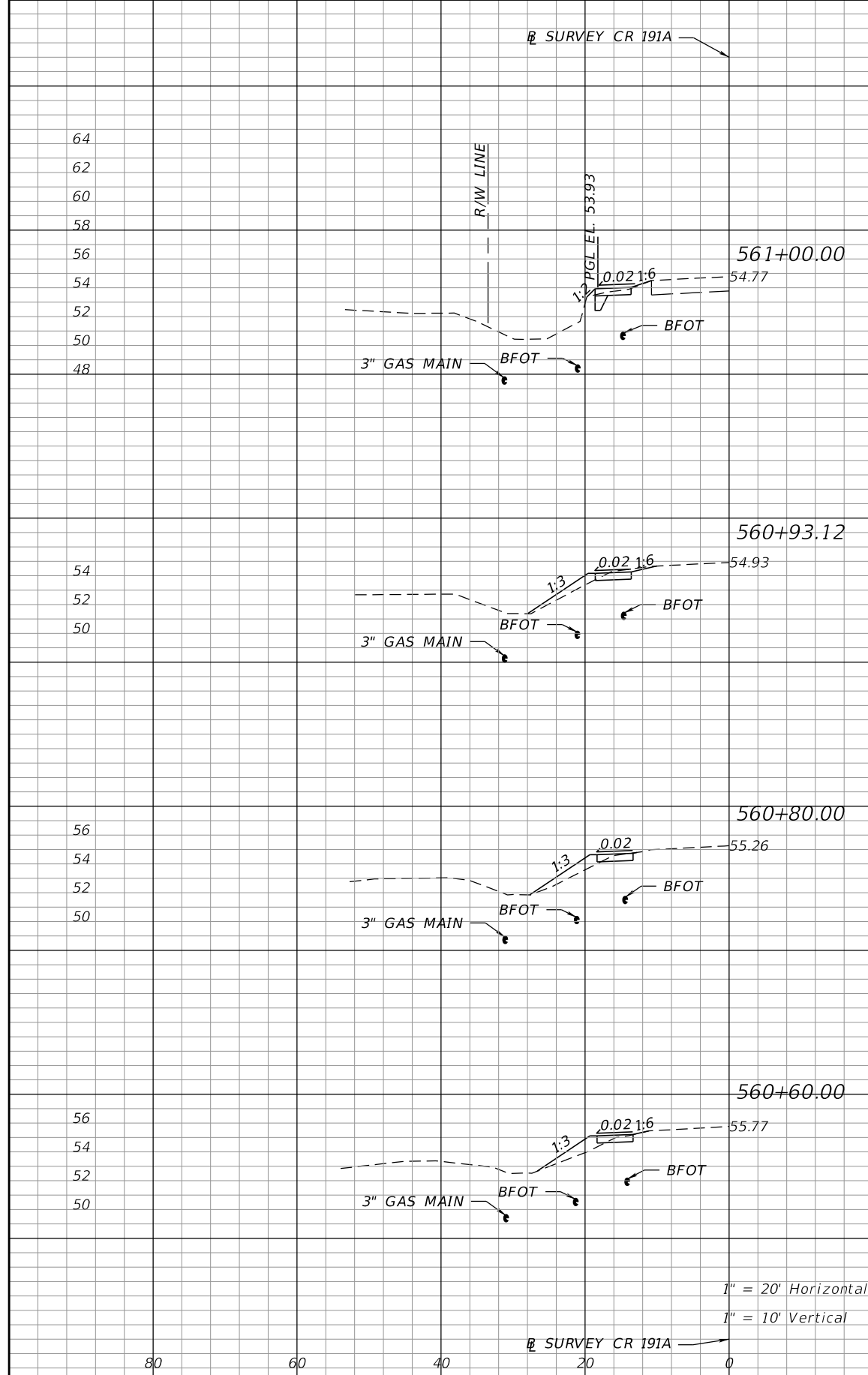
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc. Embankment

A V A V

Regular Exc. Embankment

A V A V



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (5)

SHEET NO.
28

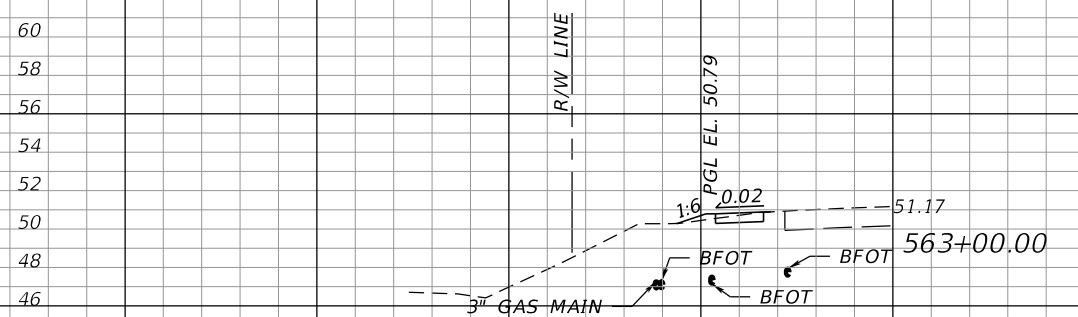
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc. Embankment

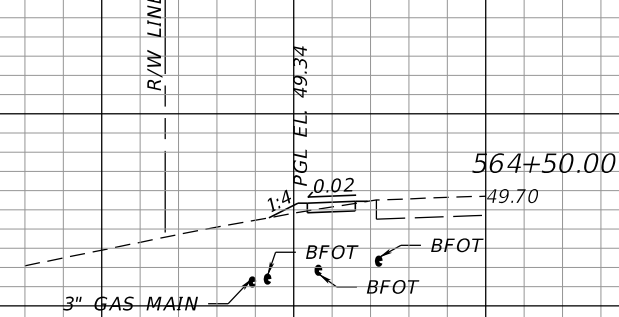
A V A V

Regular Exc. Embankment

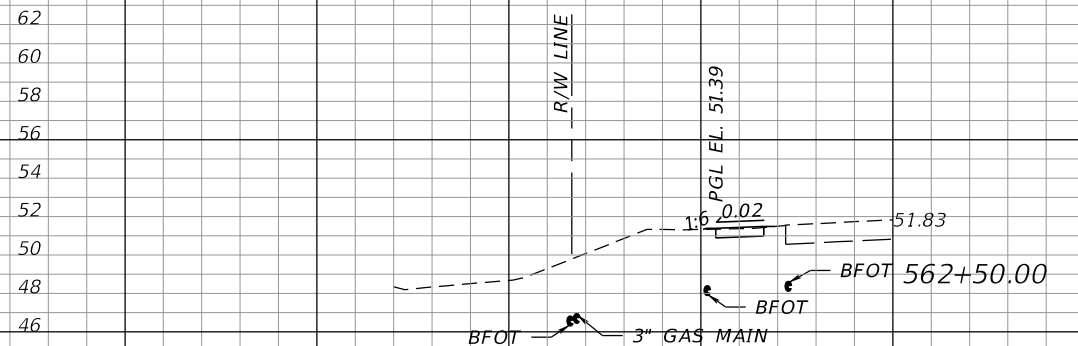
A V A V



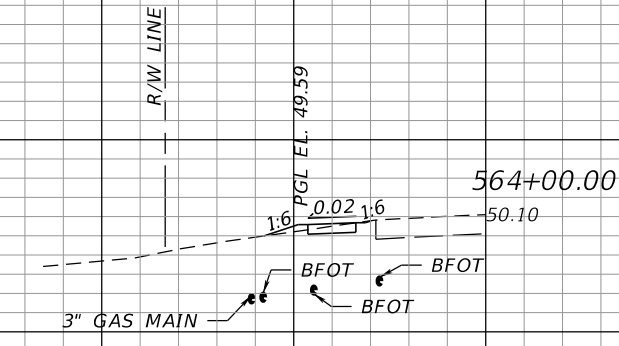
1.9 3.8 0.8 0.8



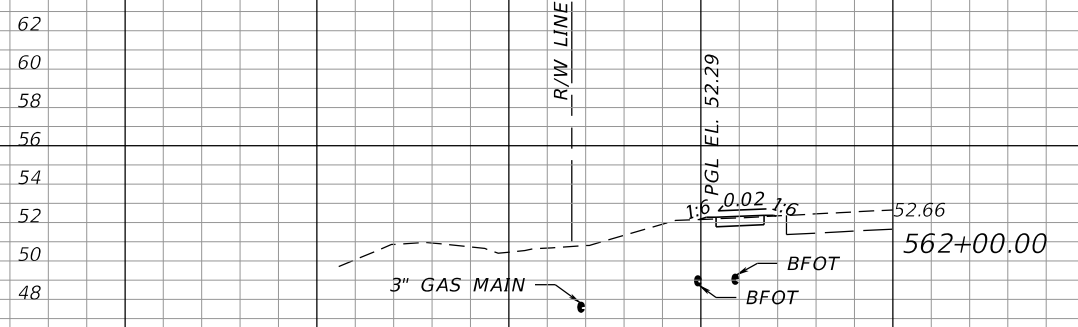
1.3 2.9 1.2 1.9



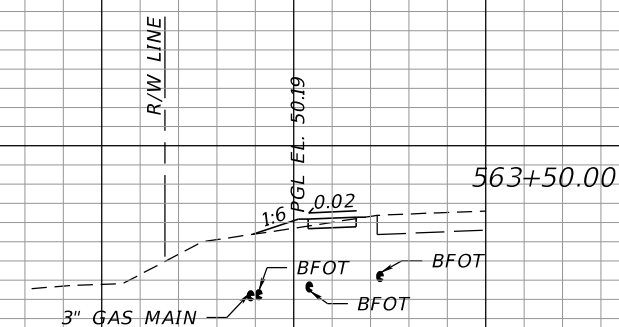
2.2 4.0 0.1 0.3



1.8 3.0 0.9 2.2



2.1 4.0 0.2 0.6



1.4 3.1 1.5 2.1

1" = 20' Horizontal
1" = 10' Vertical

1" = 20' Horizontal
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (6)

SHEET NO.
29

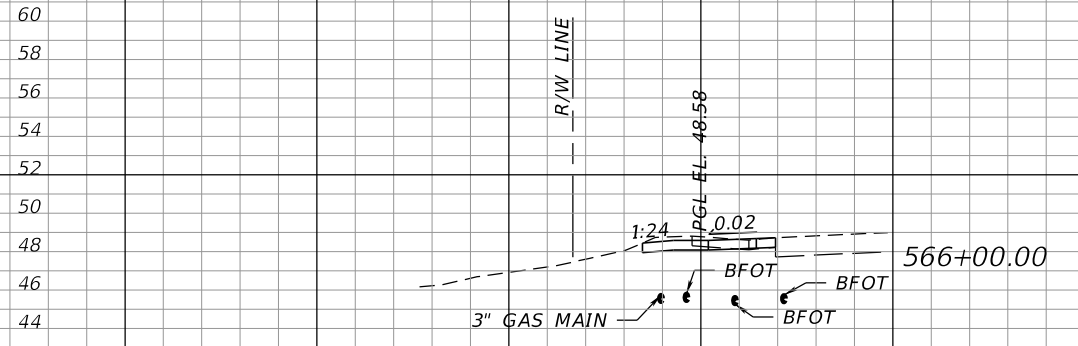
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc. Embankment

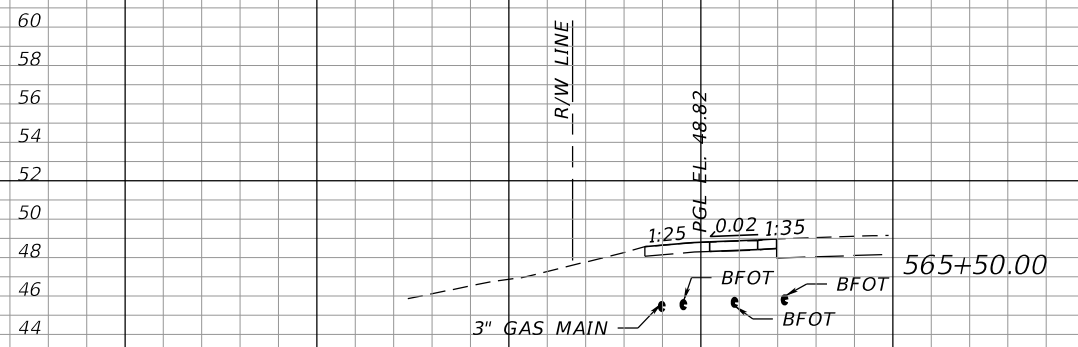
A V A V

Regular Exc. Embankment

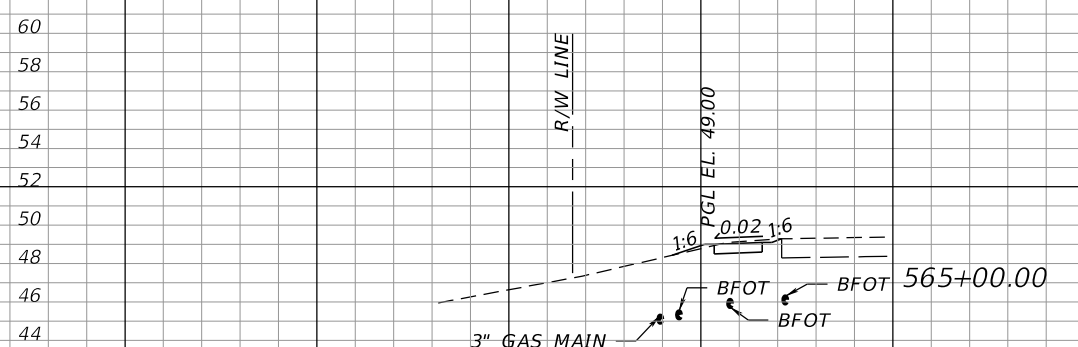
A V A V



1.2 1.1 0.6 0.6

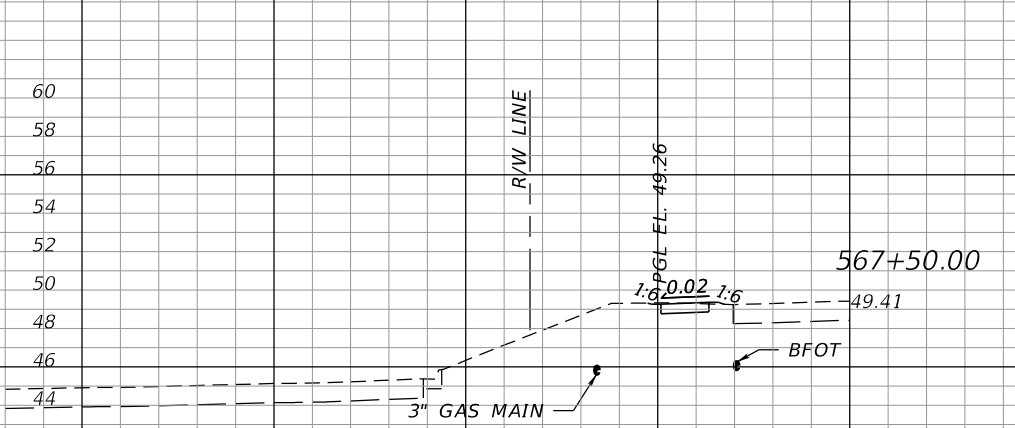


0.0 2.9 0.0 0.4

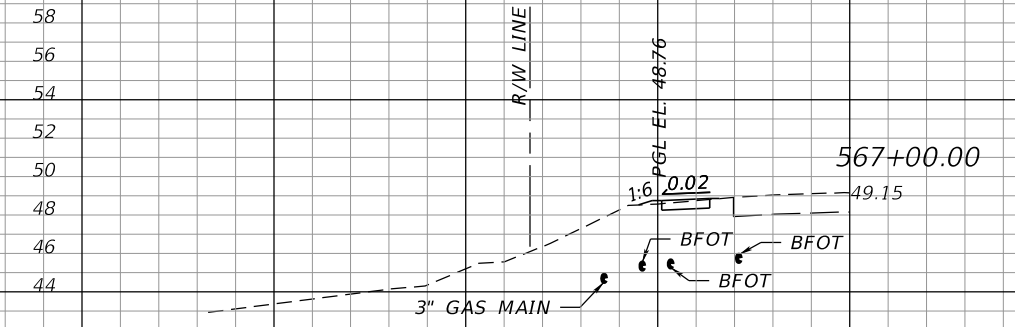


3.1 4.1 0.4 1.5

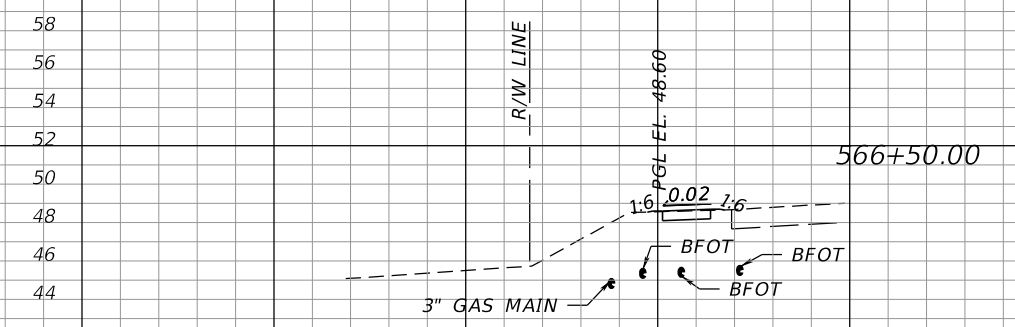
1" = 20' Horizontal
1" = 10' Vertical



2.6 4.3 0.1 0.4



2.0 4.0 0.3 0.4



2.3 3.2 0.1 0.6

1" = 20' Horizontal
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (7)

SHEET NO.
30

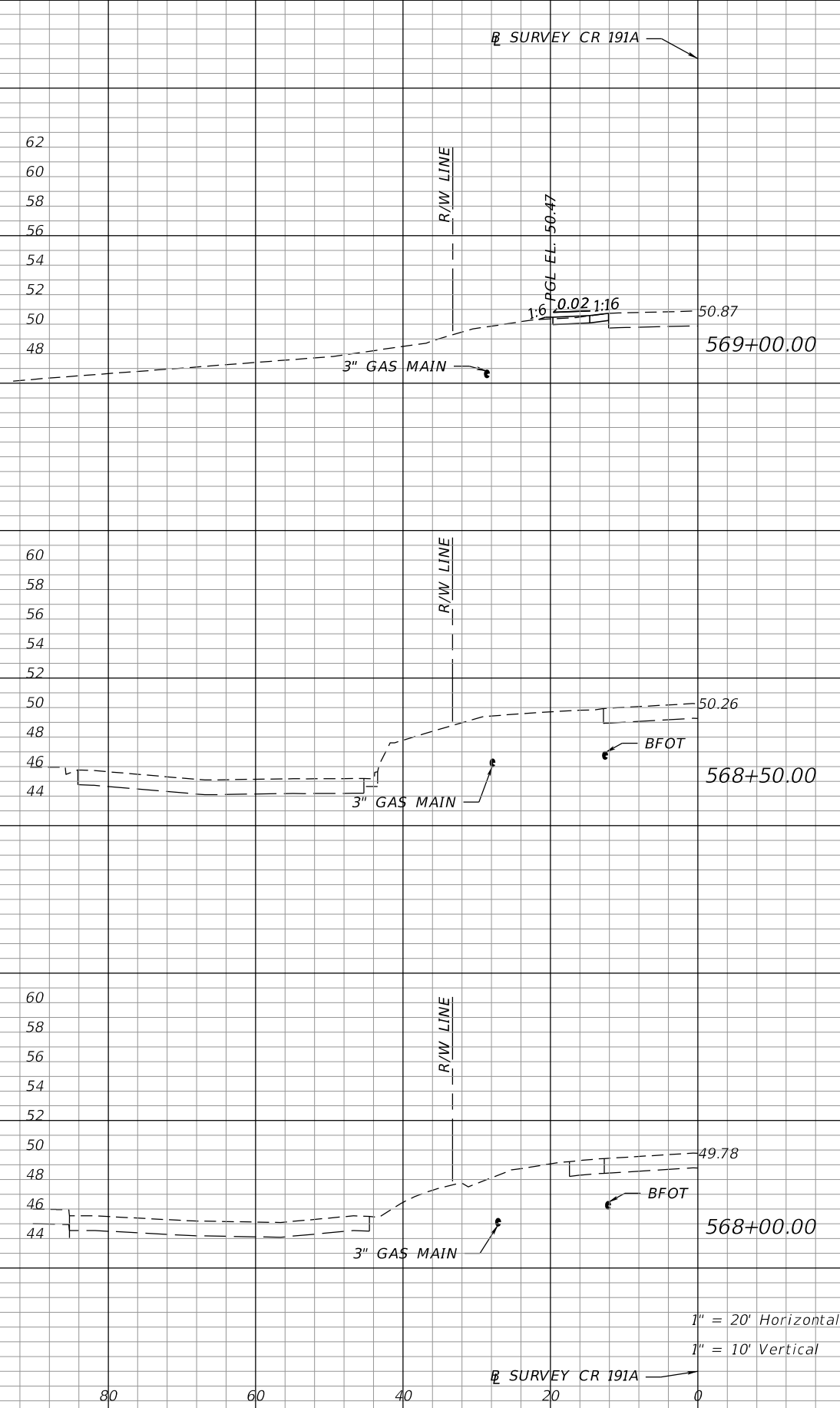
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc. Embankment

A V A V

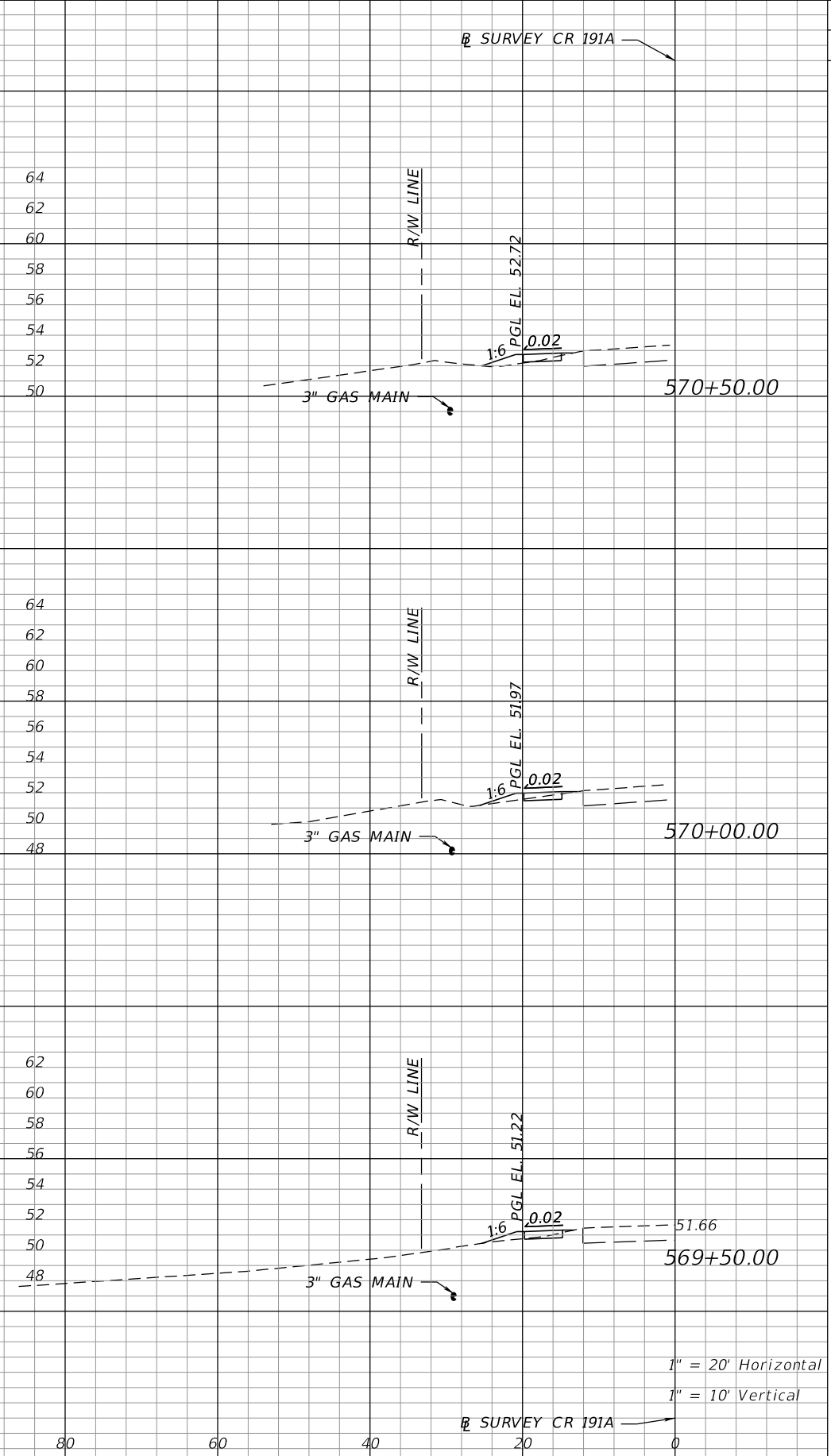
Regular Exc. Embankment

A V A V



2.1	1.9	0.2	0.2
0.0	0.0	0.0	0.0
0.0	2.4	0.0	0.1

1" = 20' Horizontal
1" = 10' Vertical



0.6	1.6	2.4	3.8
1.1	1.8	1.7	3.1
0.8	2.7	1.7	1.8

1" = 20' Horizontal
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (8)

SHEET NO.
31

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc. Embankment

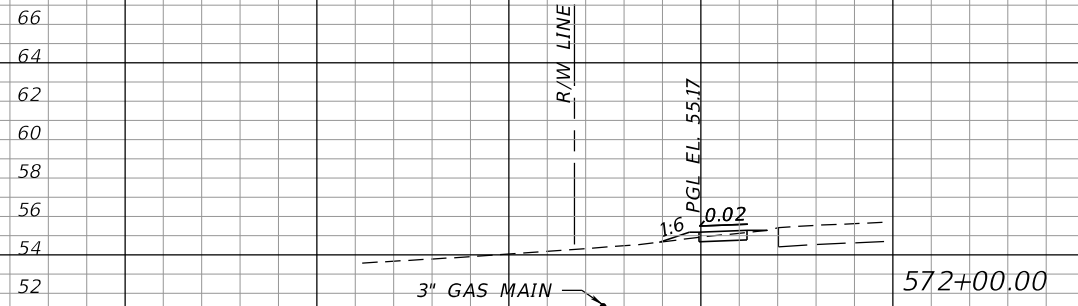
A V A V

Regular Exc. Embankment

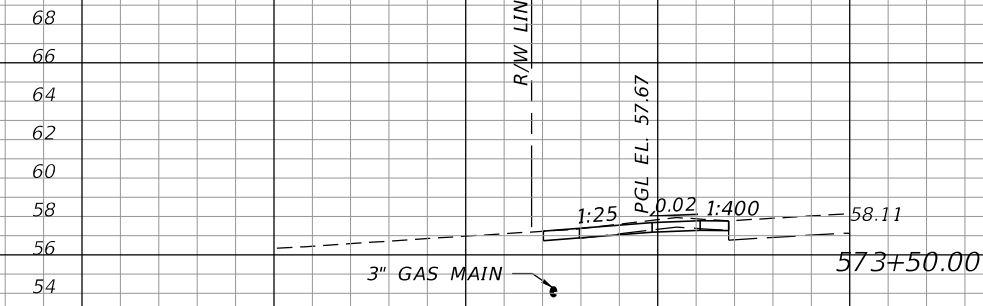
A V A V

⊕ SURVEY CR 191A

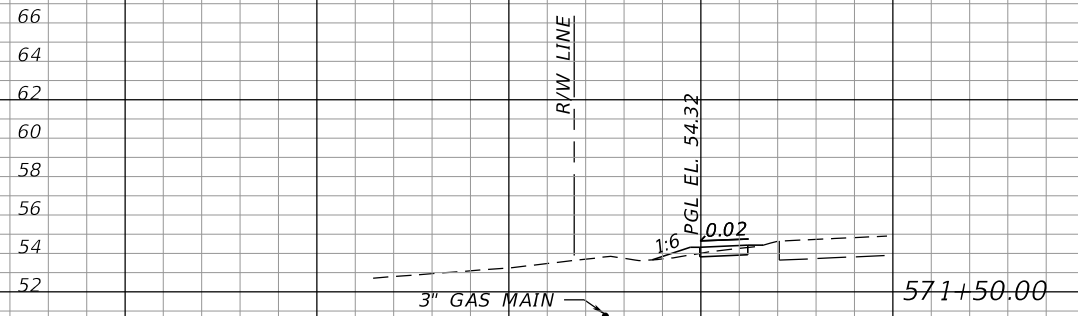
⊕ SURVEY CR 191A



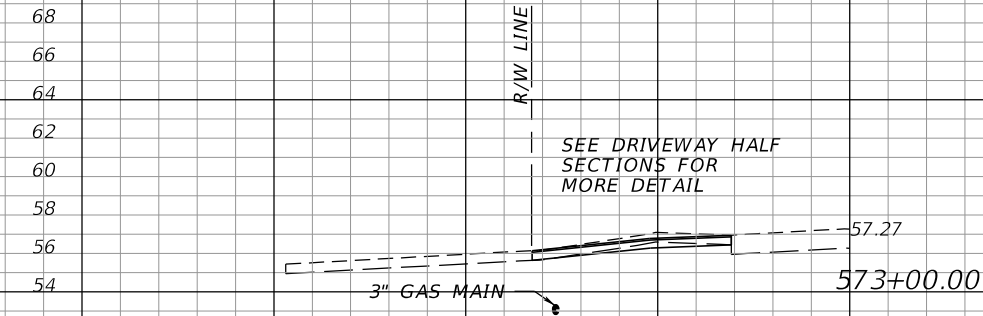
1.6 2.9 0.9 2.1



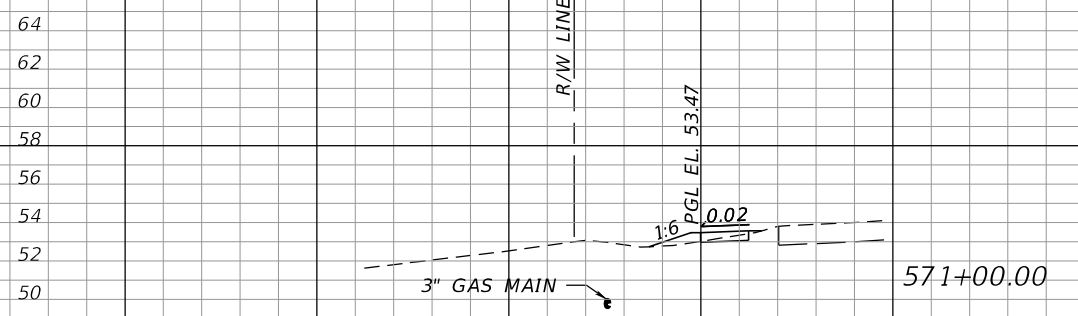
0.8 0.7 5.0 4.6



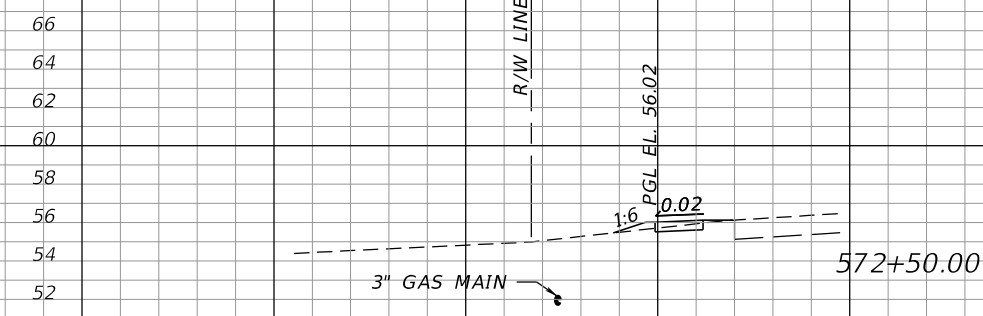
1.5 2.3 1.4 3.1



0.0 1.2 0.0 1.1



1.0 1.5 1.9 4.0



1.3 2.7 1.2 1.9

1" = 20' Horizontal
1" = 10' Vertical

1" = 20' Horizontal
1" = 10' Vertical

⊕ SURVEY CR 191A

⊕ SURVEY CR 191A

80 60 40 20 0

80 60 40 20 0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (9)

SHEET NO.
32

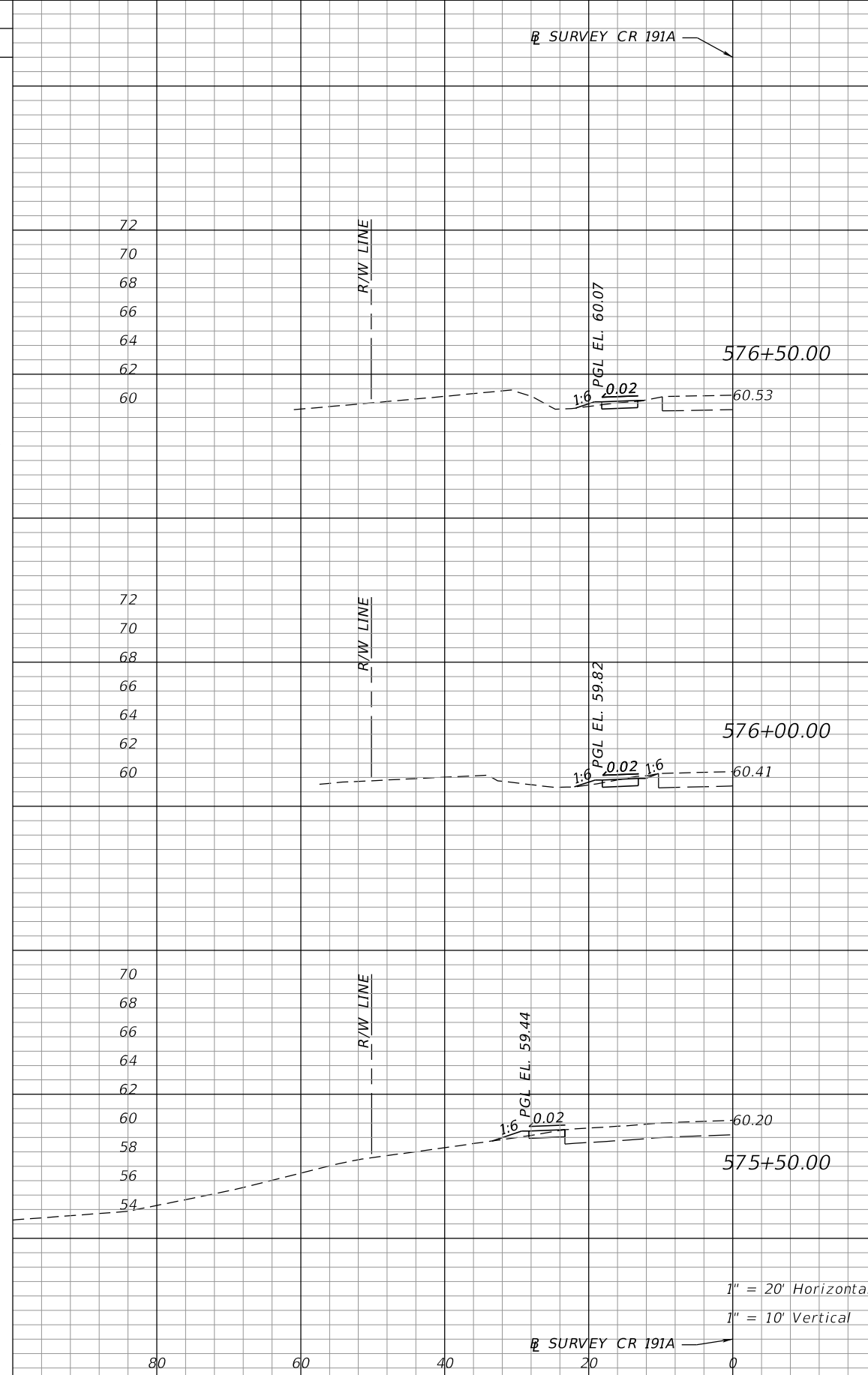
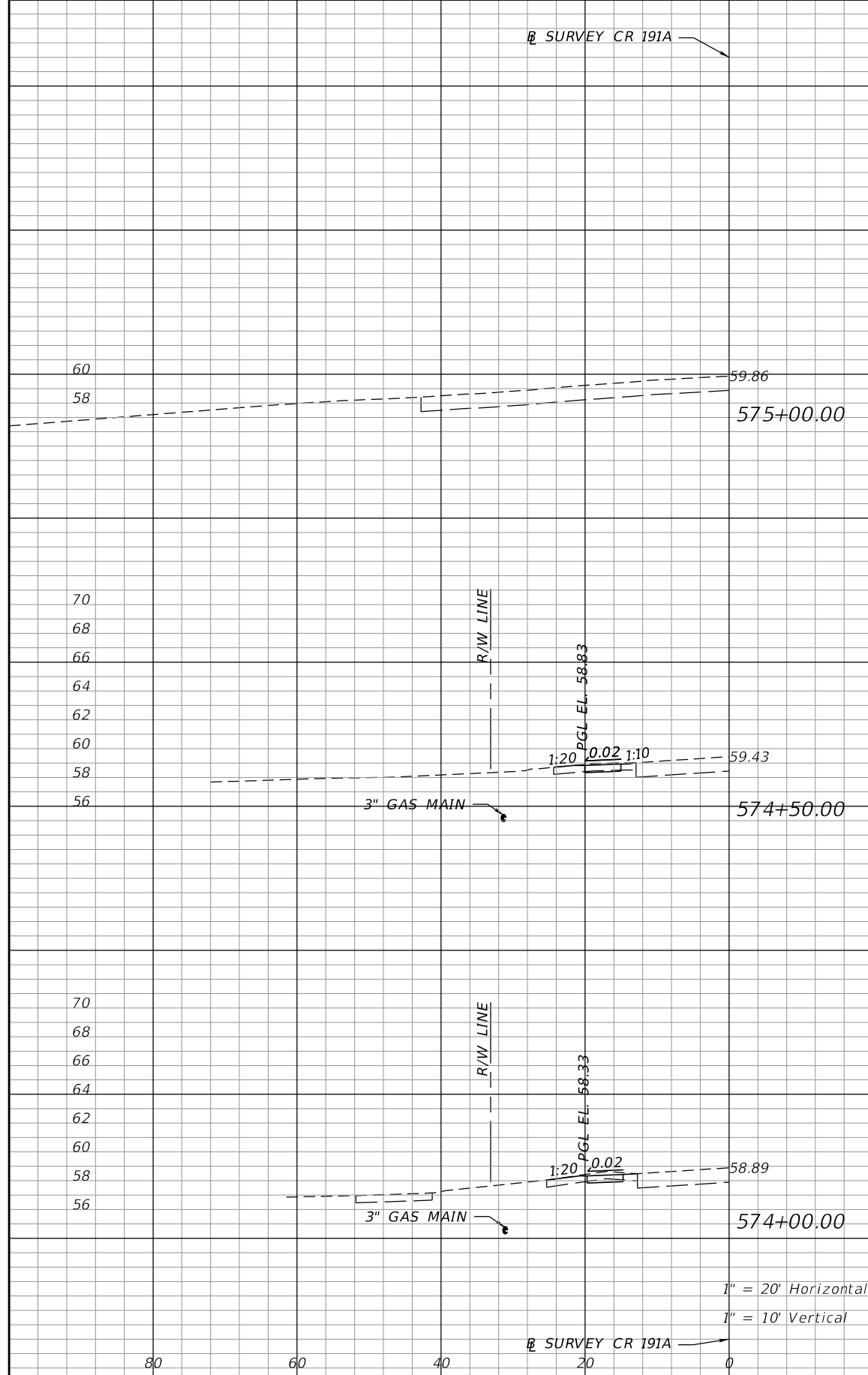
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

⊕ SURVEY CR 191A

⊕ SURVEY CR 191A

Regular Exc. Embankment
A V A V

Regular Exc. Embankment
A V A V



1" = 20' Horizontal
1" = 10' Vertical

1" = 20' Horizontal
1" = 10' Vertical

⊕ SURVEY CR 191A

⊕ SURVEY CR 191A

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

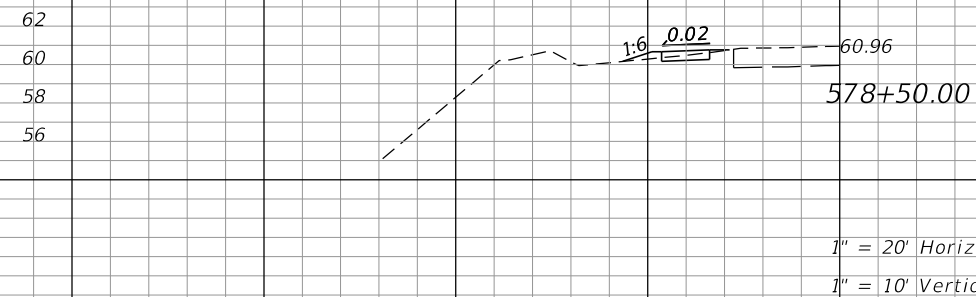
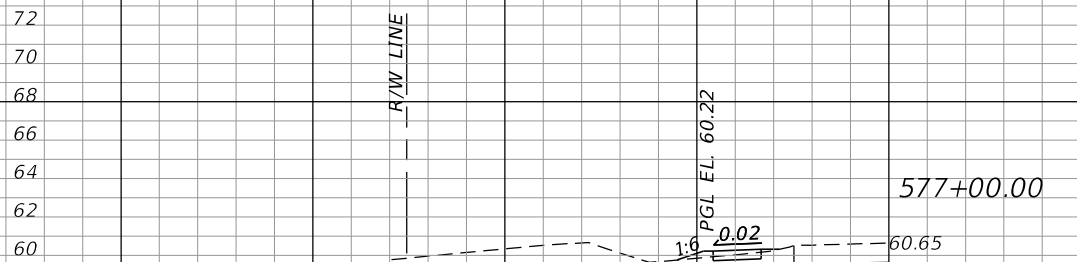
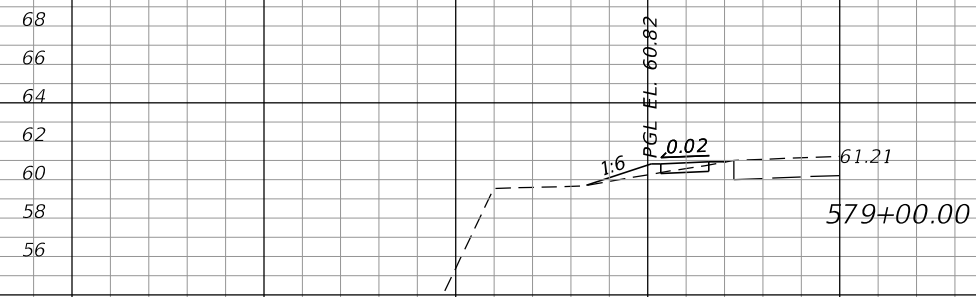
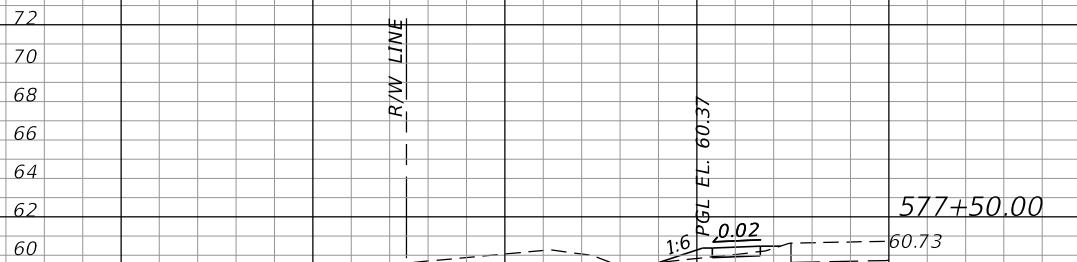
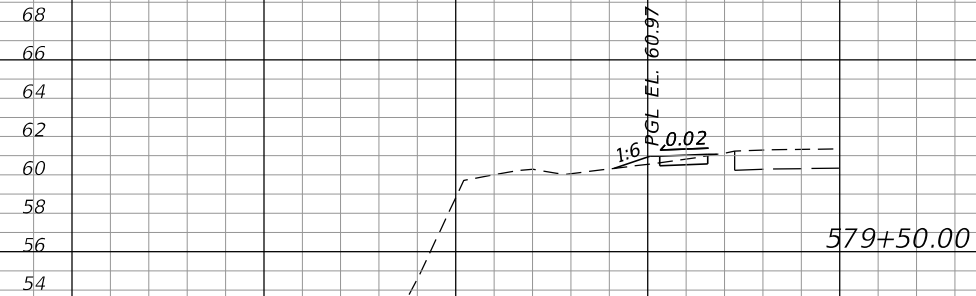
CROSS SECTIONS (10)

SHEET NO.
33

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

⊕ SURVEY CR 191A

⊕ SURVEY CR 191A



Regular Exc. Embankment

Regular Exc. Embankment

A V A V

A V A V

1.1 1.6 1.7 3.4

1.5 2.2 1.2 3.4

0.6 1.9 2.0 2.8

0.9 2.0 2.5 3.2

1.4 3.1 1.0 1.5

1.3 2.2 1.0 2.5

1" = 20' Horizontal
1" = 10' Vertical

1" = 20' Horizontal
1" = 10' Vertical

⊕ SURVEY CR 191A

⊕ SURVEY CR 191A

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (11)

SHEET NO.
34

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

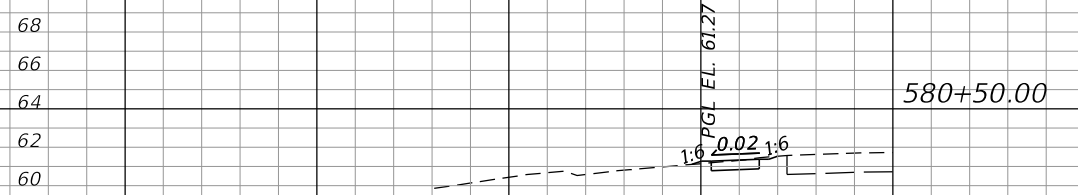
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Ⓟ SURVEY CR 191A

Regular Exc. Embankment
A V A V

Regular Exc. Embankment
A V A V

END CONSTRUCTION
END EARTHWORK
STA. 580+90.67



2.6 4.2 0.2 0.8



1.9 3.1 0.7 1.8

1" = 20' Horizontal
1" = 10' Vertical

1" = 20' Horizontal
1" = 10' Vertical

Ⓟ SURVEY CR 191A

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (12)

SHEET NO.
35

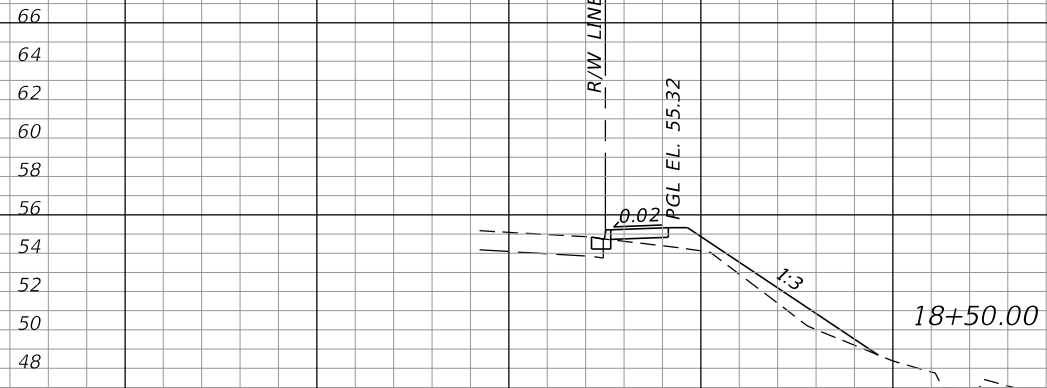
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc. Embankment

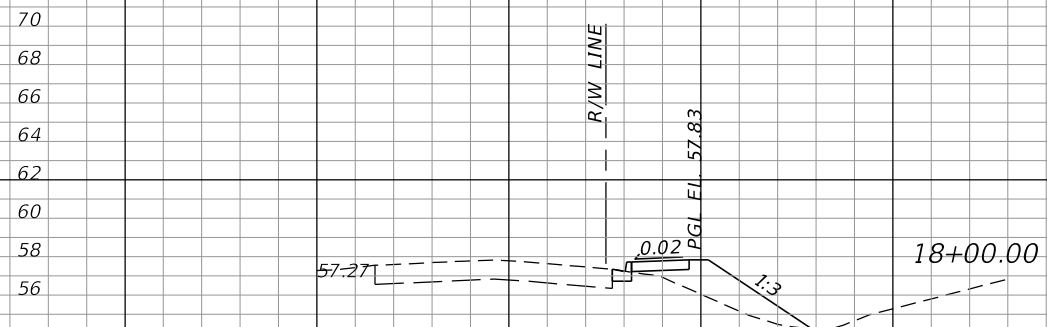
A V A V

Regular Exc. Embankment

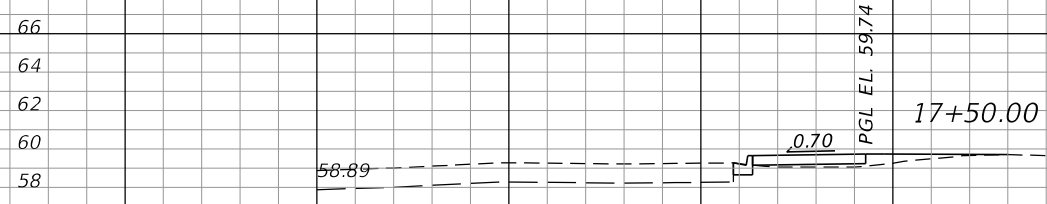
A V A V



0.4 1.4 16.1 32.1



1.1 2.0 18.6 22.0



1.1 0.0 5.2 0.0

BEGIN EARTHWORK
17+21.38

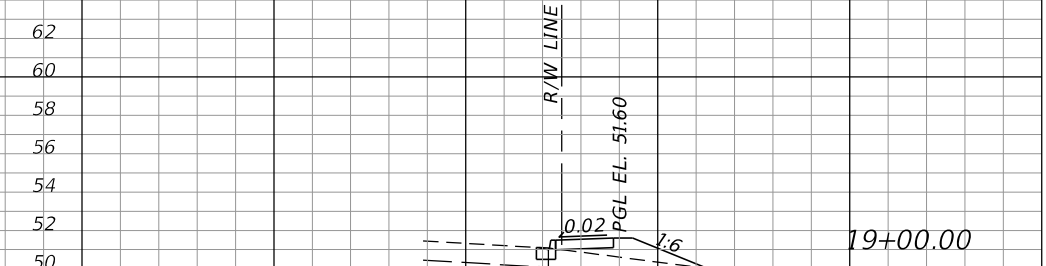
1" = 20' Horizontal
1" = 10' Vertical



1.2 2.0 2.3 5.5



1.0 1.4 3.6 10.3



0.5 0.8 7.5 21.9

1" = 20' Horizontal
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

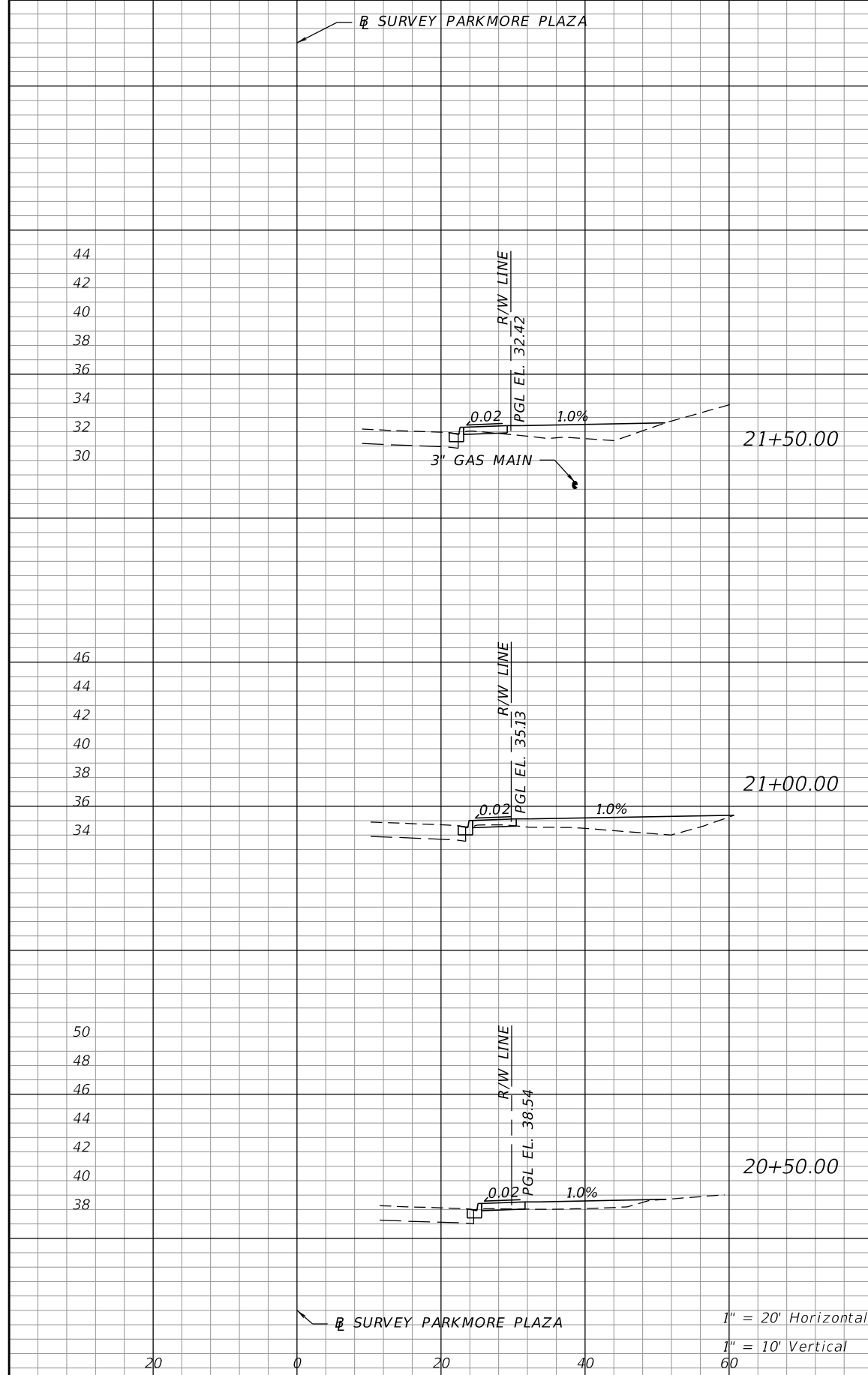
CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (13)

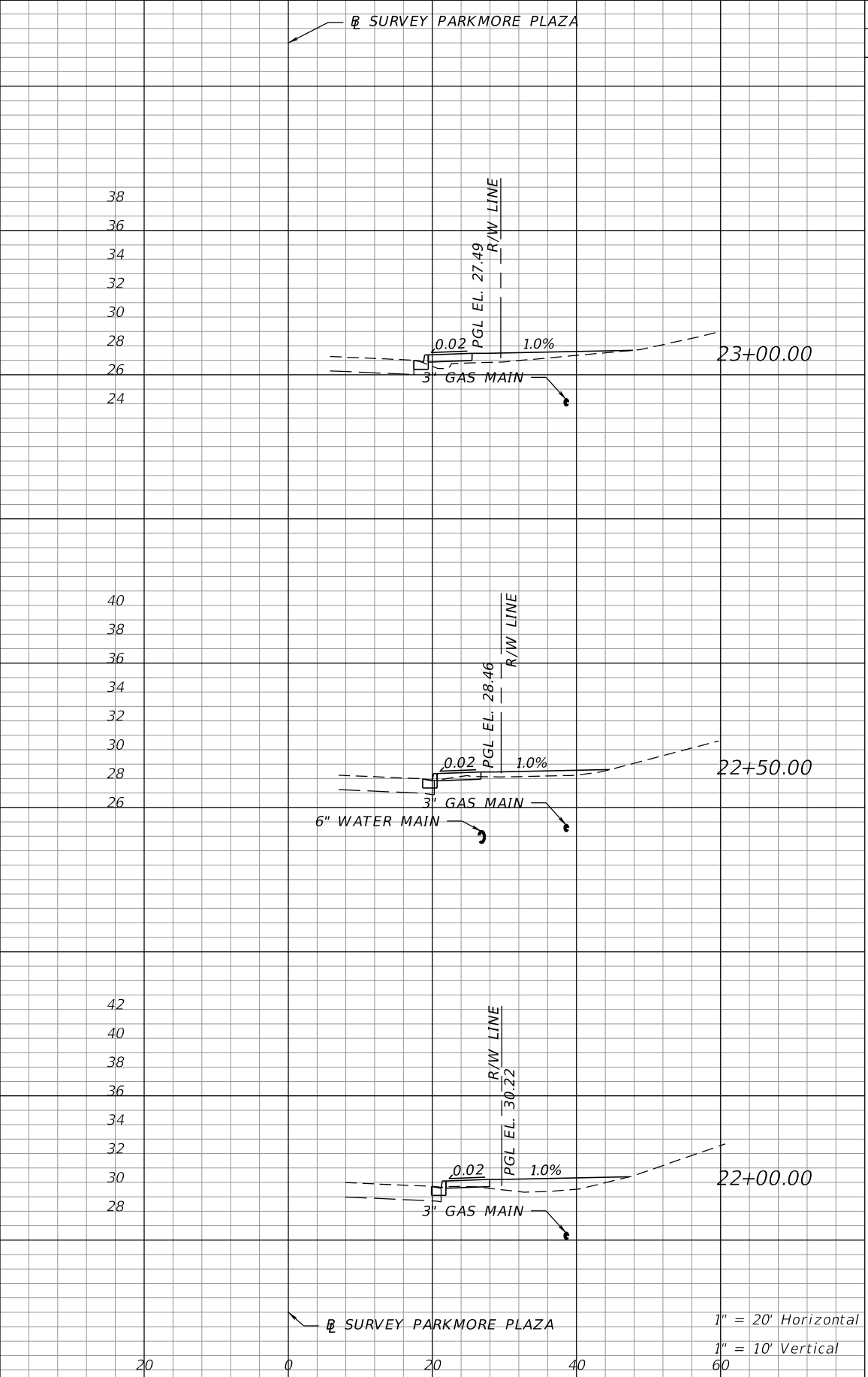
SHEET NO.
36

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.		Embankment	
A	V	A	V	A	V
1.1	2.1	17.5	38.6		
1.2	2.1	24.2	30.0		
1.1	2.1	8.2	9.7		

1" = 20' Horizontal
1" = 10' Vertical



Regular		Exc.		Embankment	
A	V	A	V	A	V
1.0	2.1	10.2	14.6		
1.3	1.9	5.6	17.3		
0.7	1.7	13.1	28.3		

1" = 20' Horizontal
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

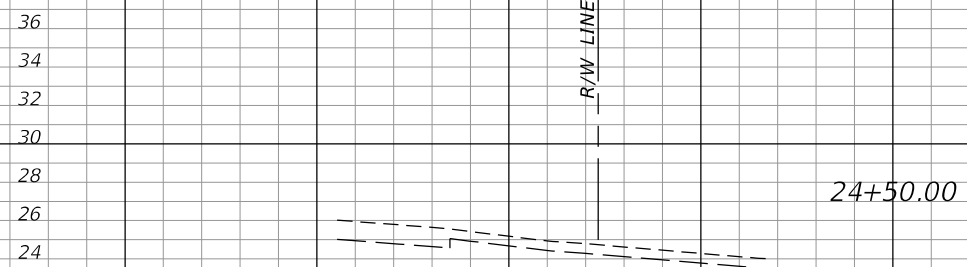
CROSS SECTIONS (14)

SHEET NO.
37

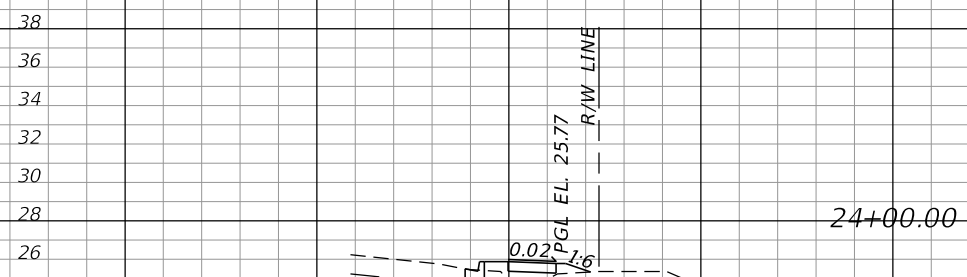
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc. Embankment
A V A V

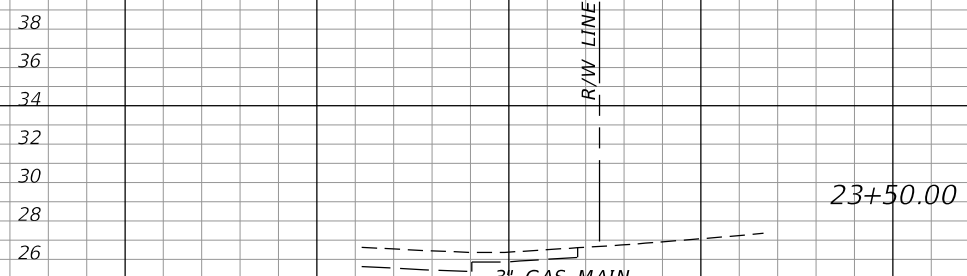
Regular Exc. Embankment
A V A V



0.0 1.0 0.0 4.1



1.1 1.0 4.4 4.1

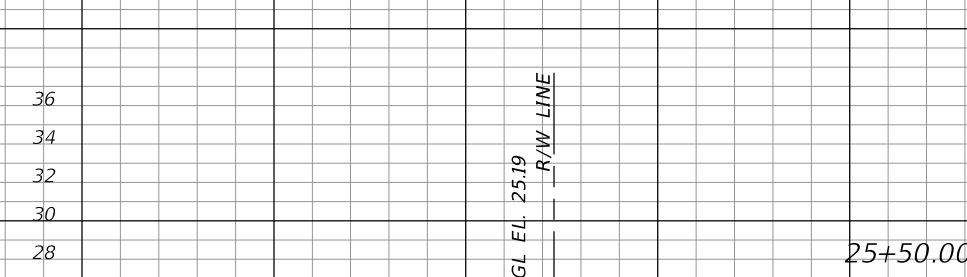


0.0 0.9 0.0 9.4

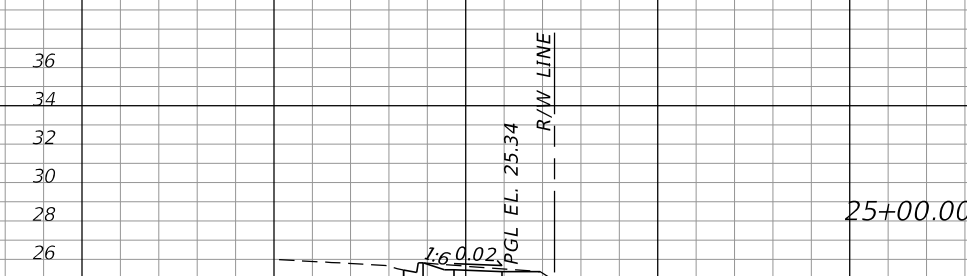
1" = 20' Horizontal
1" = 10' Vertical



0.0 3.9 0.0 1.6



4.2 7.6 1.7 1.6



4.0 3.7 0.0 0.0

1" = 20' Horizontal
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (15)

SHEET NO.
38

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc. Embankment

A V A V

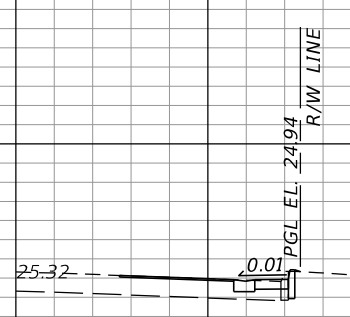
Regular Exc. Embankment

A V A V

END PROJECT
END CONSTRUCTION
END EARTHWORK
STA. 29+69.05
29+50.00

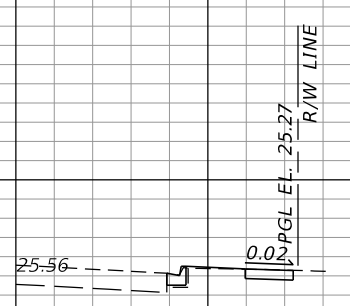
☐ SURVEY PARKMORE PLAZA

☐ SURVEY PARKMORE PLAZA



27+50.00

1.9
4.1
0.0
0.0



27+00.00

2.5
5.7
0.0
0.6



26+50.00

3.7
3.4
0.6
0.6

☐ SURVEY PARKMORE PLAZA

☐ SURVEY PARKMORE PLAZA

1" = 20' Horizontal
1" = 10' Vertical

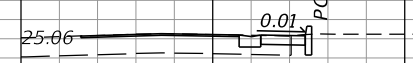
1" = 20' Horizontal
1" = 10' Vertical

32
30
28
26

36
34
32
30
28
26

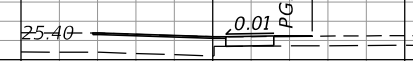
36
34
32
30
28
26

36
34
32
30
28
26
24



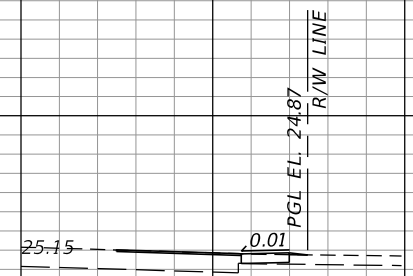
29+00.00

0.1
0.1
0.0
0.0



28+50.00

0.0
0.0
0.1
0.3



28+00.00

0.2
1.9
0.1
0.1

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

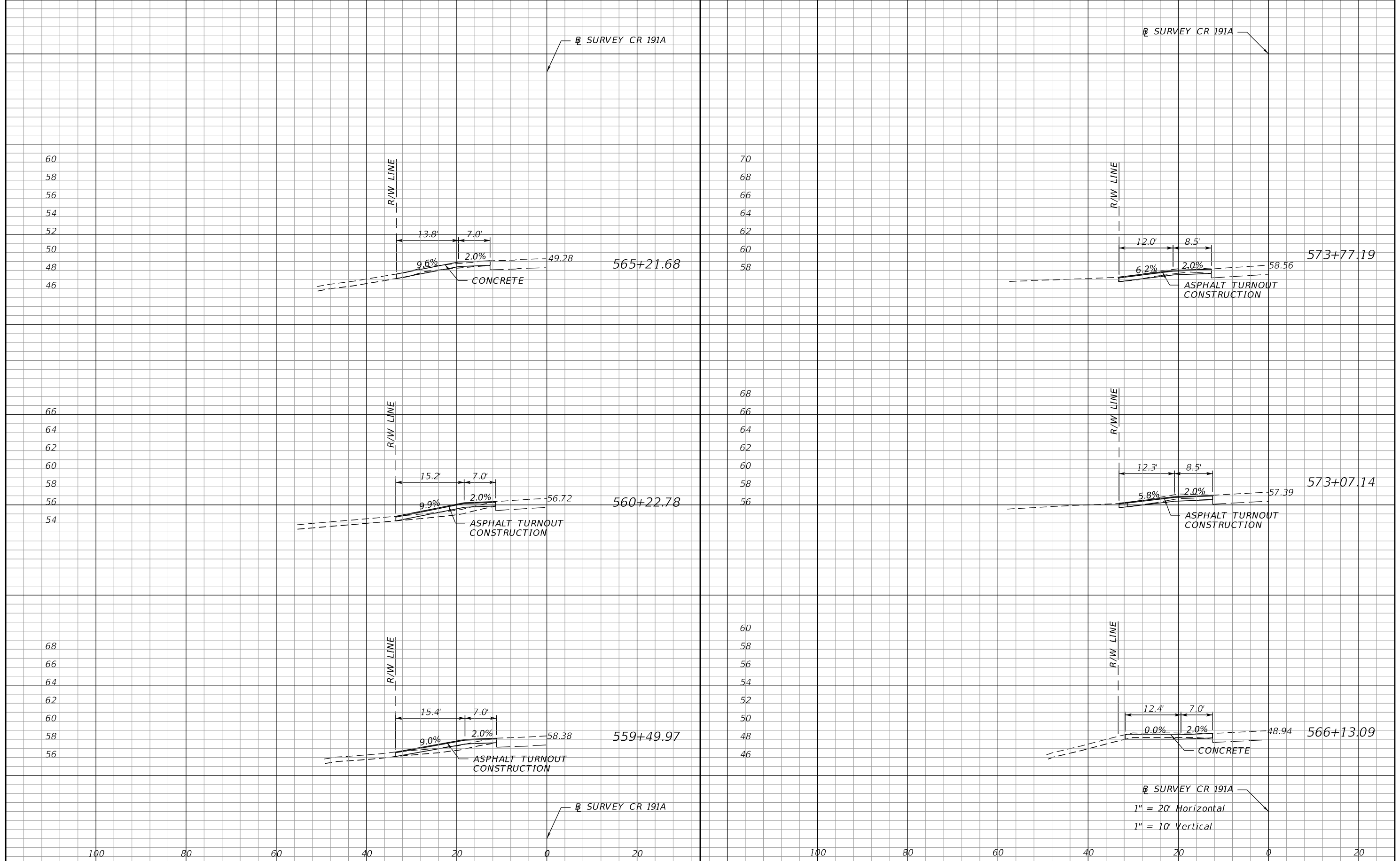
CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

CROSS SECTIONS (16)

SHEET NO.
39

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Ⓡ SURVEY CR 191A

Ⓡ SURVEY CR 191A

Ⓡ SURVEY CR 191A

Ⓡ SURVEY CR 191A

1" = 20' Horizontal
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

DRIVEWAY HALF SECTIONS (1)

SHEET NO.
40

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS PROVIDED TO ASSIST THE CONTRACTOR IN DEVELOPING THE REQUIRED SITE-SPECIFIC EROSION CONTROL PLAN AND OTHER ITEMS AS NECESSARY TO OBTAIN COVERAGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERIC PERMIT (CGP). REFER TO THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL FOR ADDITIONAL REQUIREMENTS.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE CONSTRUCTION OF FIVE-FOOT SIDEWALK ALONG THE NORTH SIDE OF CR 191A (OLD BAGDAD HWY) FROM SR 281 (AVALON BLVD) TO THE COUNTY OPTIMIST PARK ENTRANCE, AND ALONG THE EAST SIDE OF PARKMORE PLAZA DR FROM OLD BAGDAD HWY TO US 90 IN SANTA ROSA COUNTY. THE PROPOSED SIDEWALK WILL TIE INTO EXISTING SIDEWALK WHERE POSSIBLE. THE PROJECT EXTENDS A DISTANCE OF 1.12 MILES.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE CONTRACTOR'S EROSION AND SEDIMENT CONTROL PLAN, PREPARE A DETAILED CONSTRUCTION SCHEDULE INDICATING DATES AND SEQUENCE OF MAJOR DISTURBING ACTIVITIES. THE FOLLOWING SEQUENCE OF MAJOR ACTIVITIES SHALL BE FOLLOWED UNLESS THE CONTRACTOR CAN PROPOSE AN ALTERNATIVE THAT IS EQUAL TO OR EXCEEDS THE EROSION AND SEDIMENT CONTROL PRACTICES DESCRIBED IN THIS DOCUMENT AND IS APPROVED BY THE ENGINEER.

1. PLACEMENT OF ALL EROSION CONTROL DEVICES.
2. CLEARING AND GRUBBING AND EARTHWORK OF AREAS WHERE DRAINAGE IMPROVEMENTS WILL OCCUR
3. CLEARING AND GRUBBING AND EARTHWORK FOR CONSTRUCTION OF SIDEWALK

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 9.5 ACRES
 TOTAL AREA TO BE DISTURBED: 1.3 ACRES

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:

BEFORE: 0.42
 DURING: VARIES FROM 0.42 TO 0.66
 AFTER: 0.66

SOILS DATA: A GEOTECHNICAL REPORT WAS NOT FURNISHED FOR THIS PROJECT.

OUTFALL INFORMATION:

THERE IS 1 OUTFALL:

DESCRIPTION: EXISTING HEADWALL RIGHT OF TRINITY CHURCH
 LOCATION: LATITUDE 30° 36' 8.20" N. LONGITUDE 87° 4' 8.92" W
 RECEIVING WATER BODY NAME: POND CREEK

1.E. SITE MAP:

THE SITE MAP WILL BE COMPRISED OF THE CONSTRUCTION PLANS AND THE CONTRACTOR'S SITE-SPECIFIC EROSION CONTROL PLAN.

1.F. RECEIVING WATERS

THE PROPOSED TREATED STORMWATER RUNOFF WITHIN THE PROJECT LIMITS WILL OUTFALL INTO EXISTING ROADSIDE DITCHES/SWALES AND EXISTING CLOSED STORM SEWER SYSTEM AND ULTIMATELY INTO POND CREEK.

2.0 CONTROLS

2.A. EROSION AND SEDIMENT CONTROLS:

INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

INSTALL SEDIMENT BARRIERS, WHERE SOIL DISTURBING ACTIVITIES WILL OCCUR FROM BEGIN CONSTRUCTION ZONE TO END CONSTRUCTION ZONE AS SHOWN ON THE PLANS. SEDIMENT BARRIER SHOULD BE PLACED UNDERNEATH STRUCTURES AND FOLLOW THE TOE OF SLOPE OR TIE DOWN POINTS.

2.A.1 STABILIZATION PRACTICES

ALL AREAS TO BE DISTURBED DURING THE CONSTRUCTION OF FACILITIES SHALL BE STABILIZED USING ONE OF THE FOLLOWING METHODS, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

ARTIFICIAL COVERINGS.

TURF AND SOD.

PERMANENT:

ASPHALT OR CONCRETE SURFACES.

SOD.

INITIATE THE INSTALLATION OF STABILIZATION MEASURES AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WITH EXPOSED SOIL WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED OR WILL BE TEMPORARILY INACTIVE FOR 14 OR MORE CALENDAR DAYS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP IN THE EROSION CONTROL PLAN.

2.A.2 STRUCTURAL PRACTICES

ALL EROSION AND SEDIMENTATION CONTROL DEVICES SHALL BE ERECTED PRIOR TO ANY LAND ALTERATIONS, MAINTAINED DURING CONSTRUCTION, AND REMOVED FOLLOWING SOIL STABILIZATION AND FINAL DRESSING.

TEMPORARY

SEDIMENT BARRIERS IN ACCORDANCE WITH THE FDOT EROSION AND SEDIMENT CONTROL MANUAL; INLET PROTECTION IN ACCORDANCE WITH THE FDOT EROSION AND SEDIMENT CONTROL MANUAL; SOIL TRACKING PREVENTION DEVICES, FLOATING TURBIDITY BARRIERS AND ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES MAY BE UTILIZED AS DIRECTED BY THE ENGINEER. ALL SEDIMENT CONTROLS SHALL BE IN PLACE PRIOR TO ANY SOIL DISTURBING ACTIVITY UPSTREAM OF THE CONTROL.

PERMANENT:

SOD.

2.B. STORMWATER MANAGEMENT

STORMWATER RUNOFF WILL BE CONVEYED TO EXISTING RECEIVING BODIES BY MAINTAINING EXISTING FLOW PATTERNS. PROPOSED STORM DRAINS WILL CONVEY WATER TO EXISTING OUTFALLS AND ULTIMATELY TO THEIR CURRENT RECEIVING WATER BODIES.

2.C OTHER CONTROLS

2.C.1 THE SITE-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN SHALL IDENTIFY CHEMICAL AND FUEL STORAGE AREAS, MEANS OF MINIMIZING EXPOSURE TO STORMWATER, AND SPILL PREVENTION.

2.C.2 OFFSITE VEHICLE TRACKING & GENERATION OF DUST

IN THE EROSION AND SEDIMENT CONTROL PLAN, DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

LOADED HAUL TRUCKS ARE TO BE COVERED BY A TARPAULIN.

REMOVING EXCESS DIRT FROM ROADS DAILY.

USING WATER TRUCKS DURING DUST-GENERATING ACTIVITIES.

SEDIMENT CONTROL MAY BE ACCOMPLISHED BY USING STREET OR VACUUM SWEEPERS.

3.0 MAINTENANCE:

THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. CONTRACTOR MUST MAINTAIN AND REPAIR ALL EROSION AND SEDIMENT CONTROL DEVICES AND REMOVE EROSION AND SEDIMENT CONTROL DEVICES WHEN NOTICE OF TERMINATION IS MAILED. REMOVE AND PROPERLY DISPOSE OF SEDIMENT BUILDUP THROUGH THE LIFE OF THE INSTALLED EROSION AND SEDIMENT CONTROL DEVICES.

3.A. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF NOTICE.

3.B. SEDIMENT BARRIER SHALL BE REPLACED WHEN IT IS NO LONGER EFFECTIVE OR AS DIRECTED BY THE ENGINEER.

3.C. STABILIZED CONSTRUCTION ENTRANCES SHALL BE MAINTAINED TO PREVENT CLOGGING OF ROCK BEDDING WHICH MAY IMPEDE THE USEFULNESS OF THE STRUCTURE.

3.D. REMOVE SEDIMENT FROM SEDIMENT BASIN WHEN IT BECOMES MORE THAN HALF OF THE AVAILABLE VOLUME.

4.0 INSPECTIONS:

4.A. INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE AND RECORD RAINFALL.

4.B. INITIATE REPAIRS IMMEDIATELY UPON NOTICE FROM INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

4.C. MAINTAIN ALL REPORTS AND COMPLETE ALL SWPPP INSPECTION FORMS.

5.0 NON-STORMWATER DISCHARGE:

THE SITE-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES AND DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION. THE PLAN SHALL INCLUDE PROCEDURES FOR SPILL CONTAINMENT, REPORTING AND RESPONSES. THE PLAN SHALL SPECIFY WHAT MANAGEMENT PRACTICES AND CONTAINMENT METHODS WILL BE USED TO PREVENT POTENTIAL POLLUTANTS FROM SPILLING ONTO THE SOIL OR INTO SURFACE WATERS.

IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE DISTRICT CONTAMINATION IMPACT COORDINATOR (DCIC) AT 850-330-1511

REVISIONS				BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			STORMWATER POLLUTION PREVENTION PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						CR 191A	SANTA ROSA		438114-2-58-01

GENERAL NOTES

- PER FDOT SPECIFICATIONS 8-6.4, SUSPENSION OF CONTRACTOR'S OPERATIONS - HOLIDAYS AND SPECIAL EVENTS. SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE:
 - CHURCH OPERATIONS:
 - WEDNESDAYS: 7 PM - 9 PM
 - SUNDAYS: 9 AM - 12 PM
 - CHRISTMAS PARADE (CHRISTMAS DAY)
- THE EXISTING POSTED SPEEDS WILL BE MAINTAINED DURING CONSTRUCTION.
- LANE CLOSURES ARE NOT PERMITTED BETWEEN THE HOURS OF 5:30 AM AND 8:00 PM WITHIN 1000 FEET FROM THE CAROLINE ST AND AVALON BLVD INTERSECTIONS.
- THE CONTRACTOR SHALL PLACE PORTABLE CHANGEABLE MESSAGE SIGNS AS SHOWN BELOW:

PCMS 1 WEEK PRIOR TO CONSTRUCTION

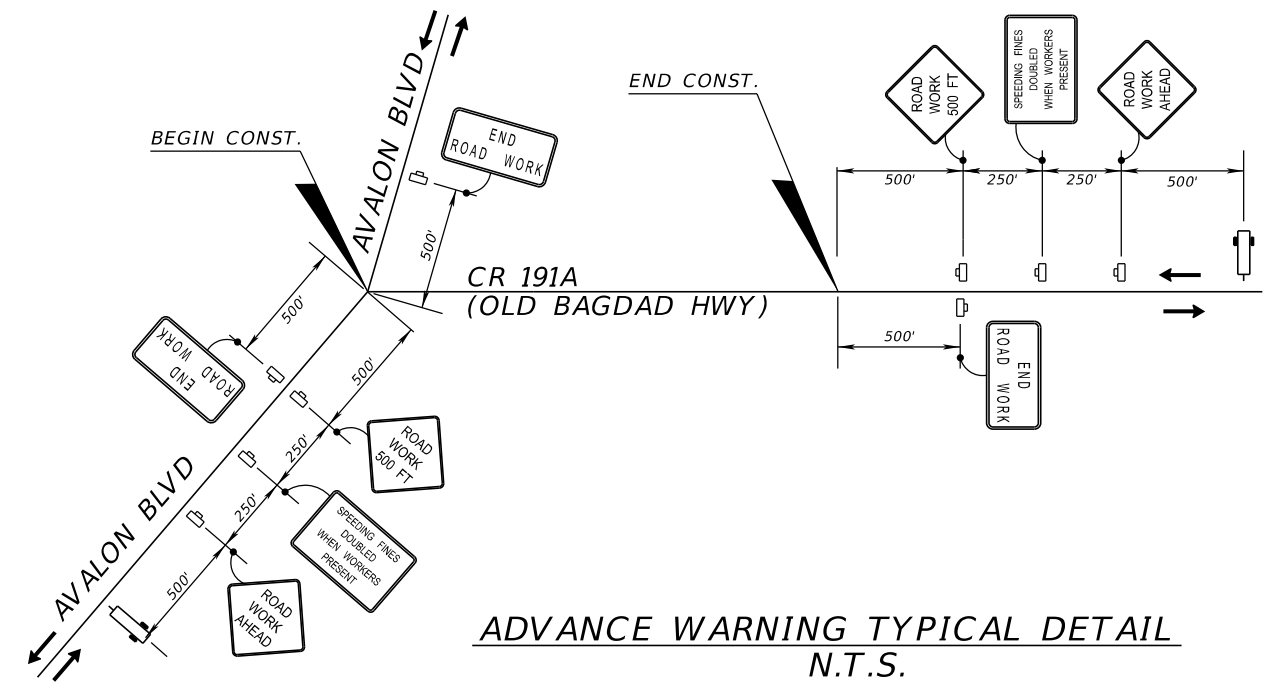
MESSAGE 1: WORK BEGINS XX/XX
MESSAGE 2: EXPECT DELAYS

PCMS DURING CONSTRUCTION

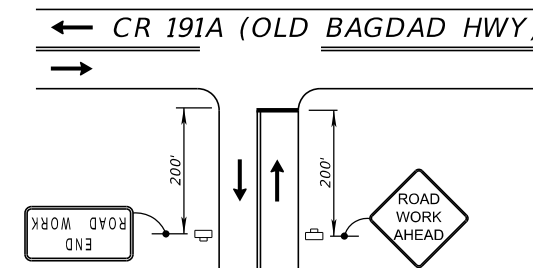
MESSAGE 1: WORKERS PRESENT AHEAD
MESSAGE 2: USE CAUTION

TRAFFIC CONTROL PHASE NOTES

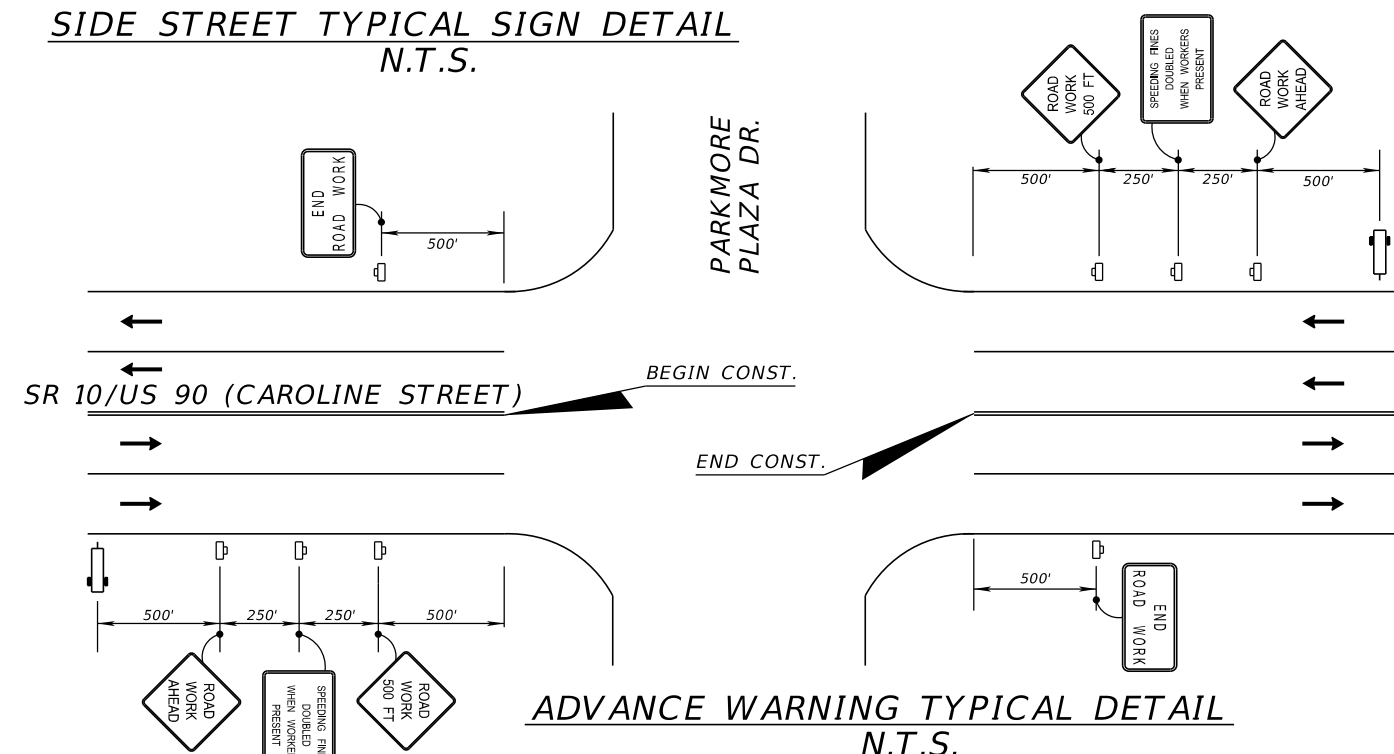
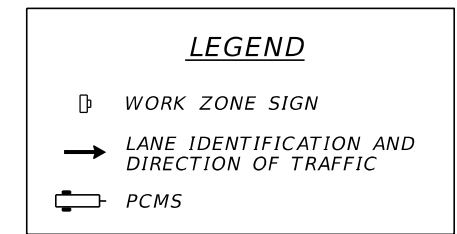
- INSTALL ADVANCE WARNING SIGNS.
- INSTALL TEMPORARY EROSION CONTROL DEVICES.
- CONSTRUCT IMPROVEMENTS UTILIZING INDEXES 102-601, 102-602, 102-603, 102-604 AND 102-660.
- SEE PEDESTRIAN CONTROL DETAILS ON THIS SHEET FOR PHASING DETAILS AT THE INTERSECTION OF SR 10 / US 90 (CAROLINE ST.) AND PARKMORE PLAZA DR.
 - PHASE A: CONSTRUCT PROPOSED CURB RAMP AND SIDEWALK. KEEP EXISTING PAVT. MARKINGS AND LANDING AREA.
 - PHASE B: REMOVE EXIST. PAVT. MARKINGS AND CONSTRUCT PROPOSED IMPROVEMENTS AS DEPICTED.



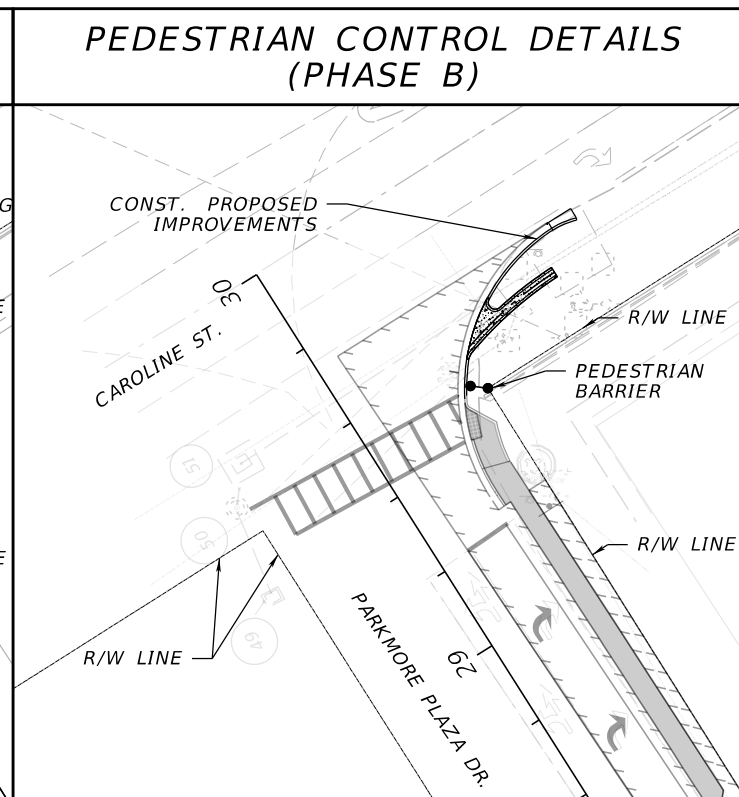
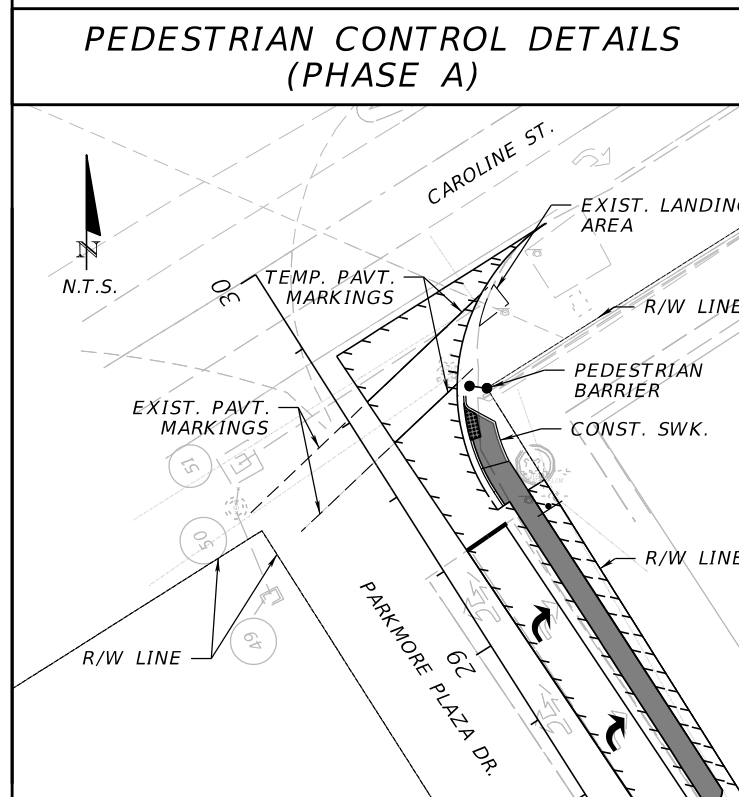
**ADVANCE WARNING TYPICAL DETAIL
N.T.S.**



**SIDE STREET TYPICAL SIGN DETAIL
N.T.S.**



**ADVANCE WARNING TYPICAL DETAIL
N.T.S.**



REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
PE LICENSE NUMBER 78604
SCALAR CONSULTING GROUP INC.
13337 N. 56TH STREET
TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

**TEMPORARY TRAFFIC
CONTROL PLAN**

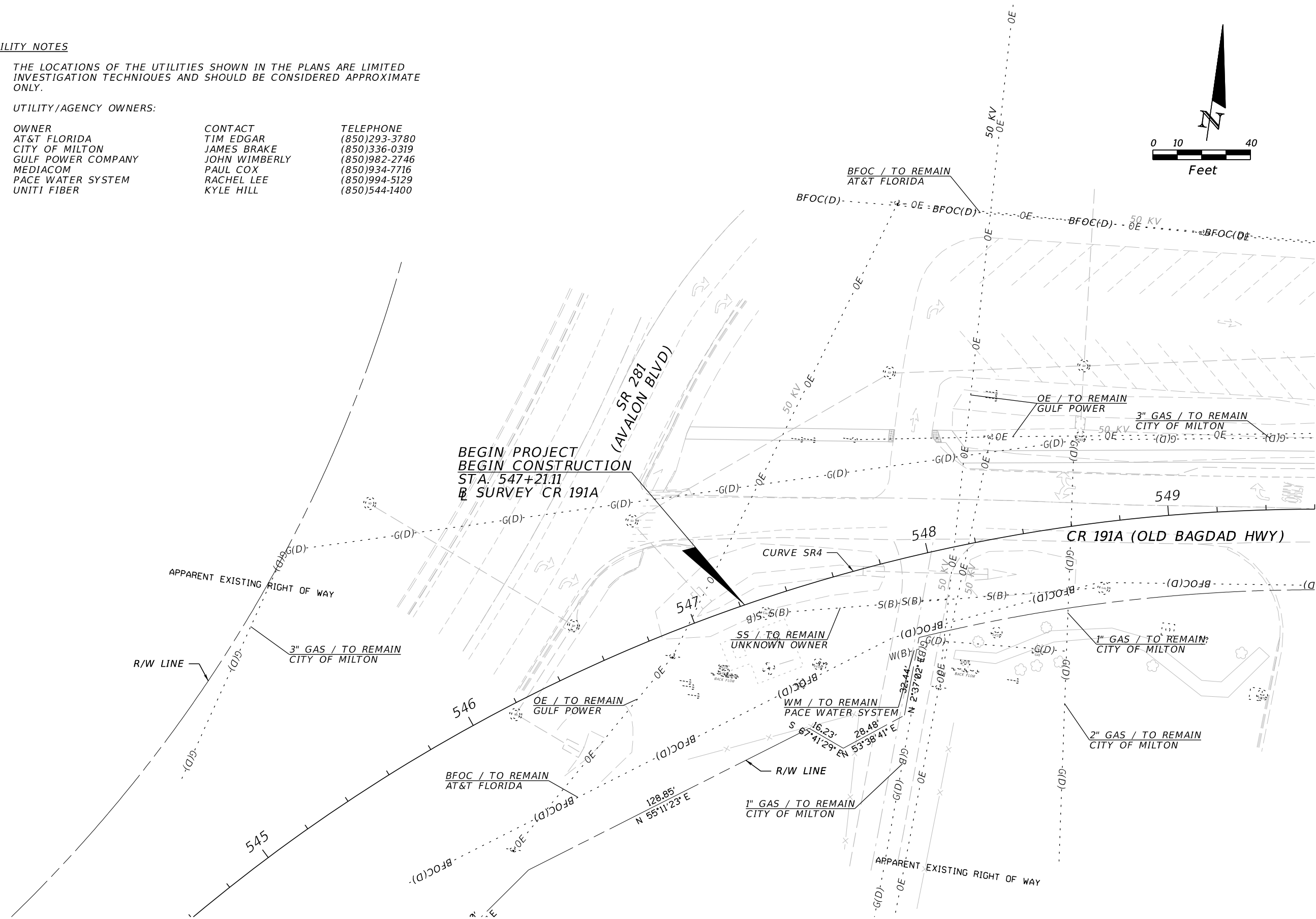
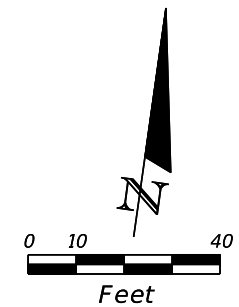
SHEET NO.
42

UTILITY NOTES

1. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.

2. UTILITY/AGENCY OWNERS:

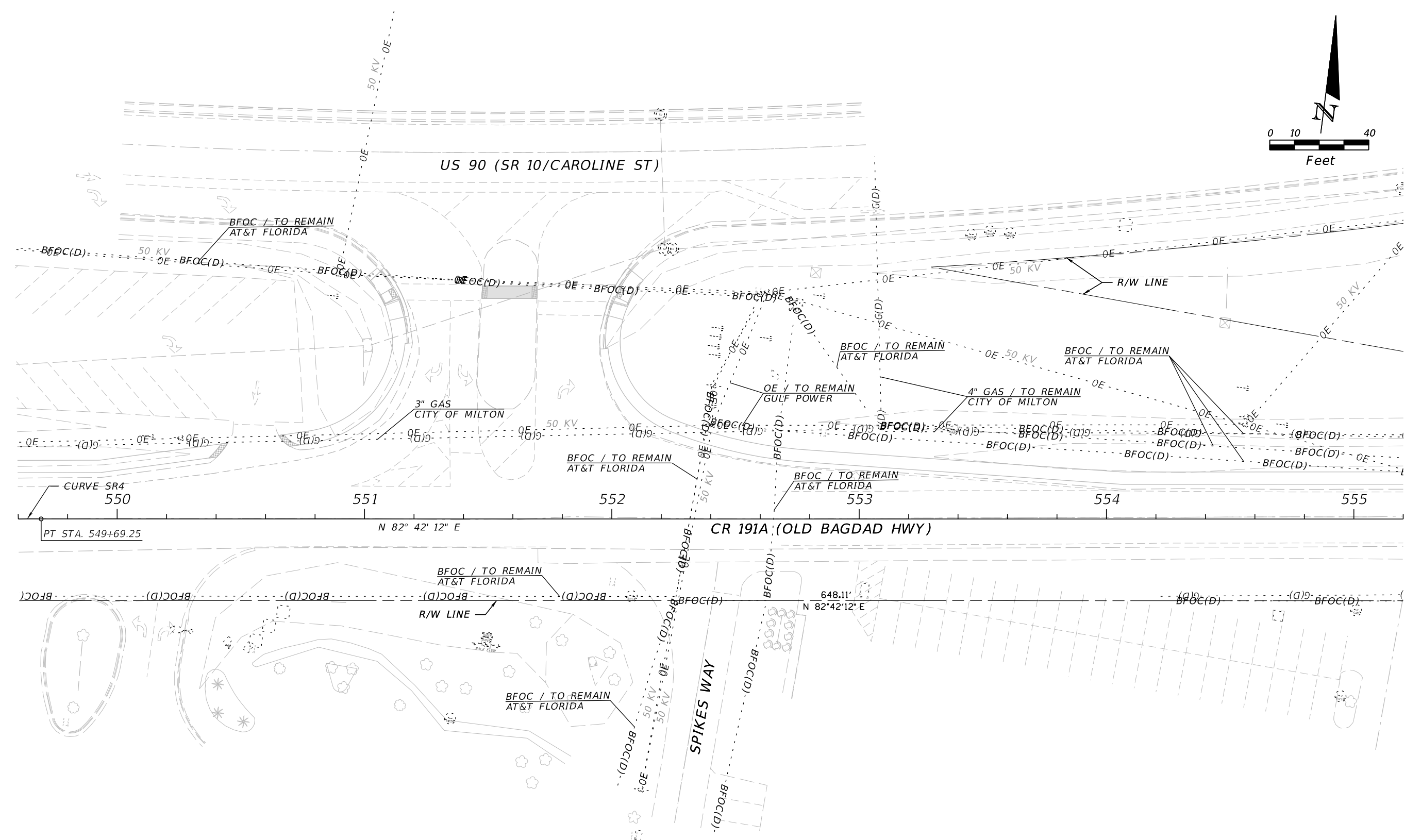
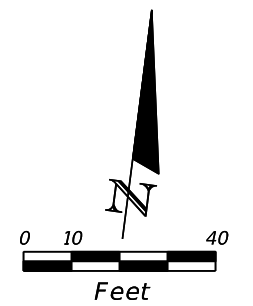
OWNER	CONTACT	TELEPHONE
AT&T FLORIDA	TIM EDGAR	(850)293-3780
CITY OF MILTON	JAMES BRAKE	(850)336-0319
GULF POWER COMPANY	JOHN WIMBERLY	(850)982-2746
MEDIACOM	PAUL COX	(850)934-7716
PACE WATER SYSTEM	RACHEL LEE	(850)994-5129
UNITI FIBER	KYLE HILL	(850)544-1400



**BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 547+21.11
SURVEY CR 191A**

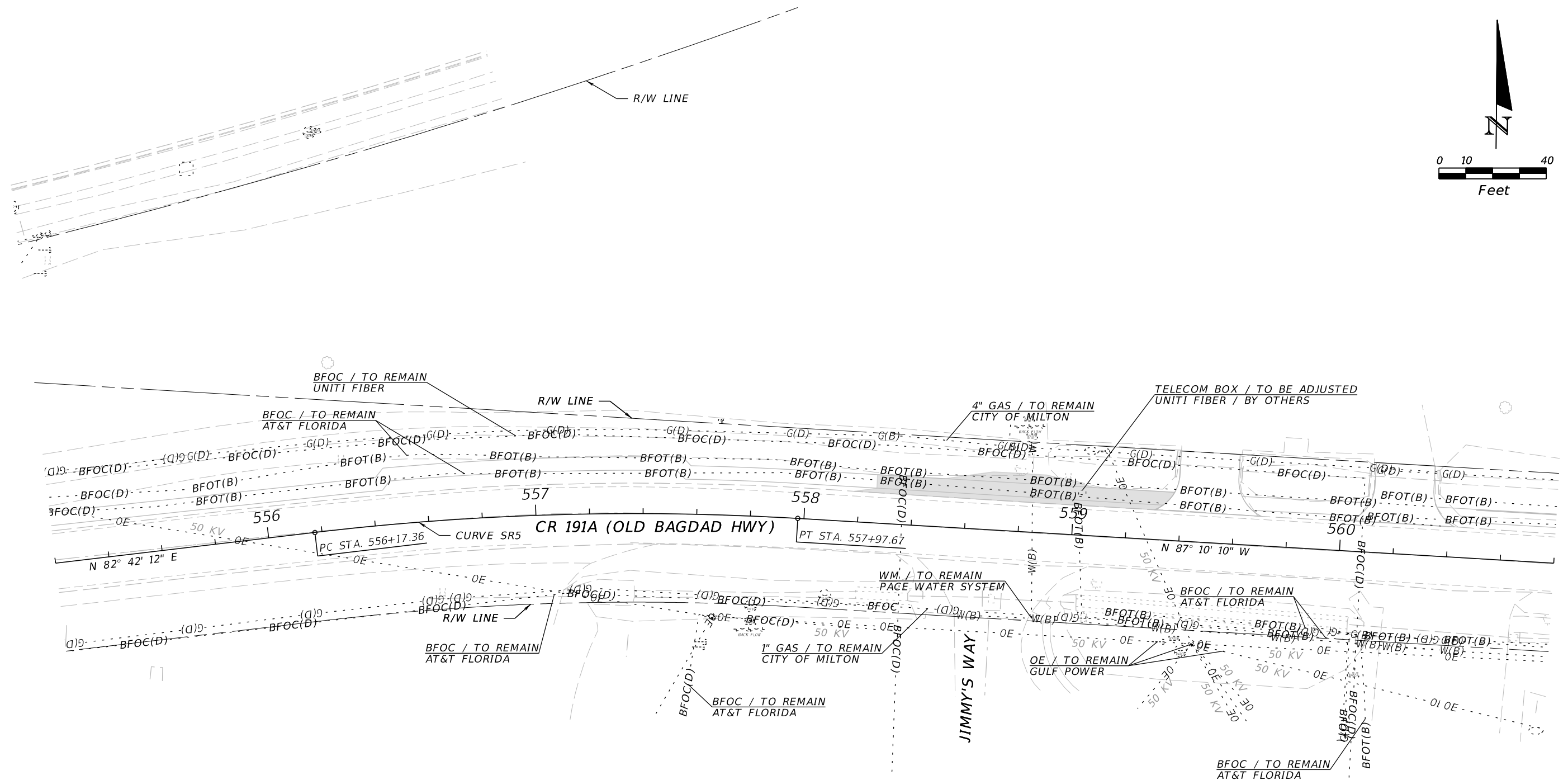
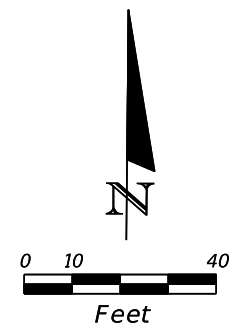
REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						CR 191A	SANTA ROSA		438114-2-58-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



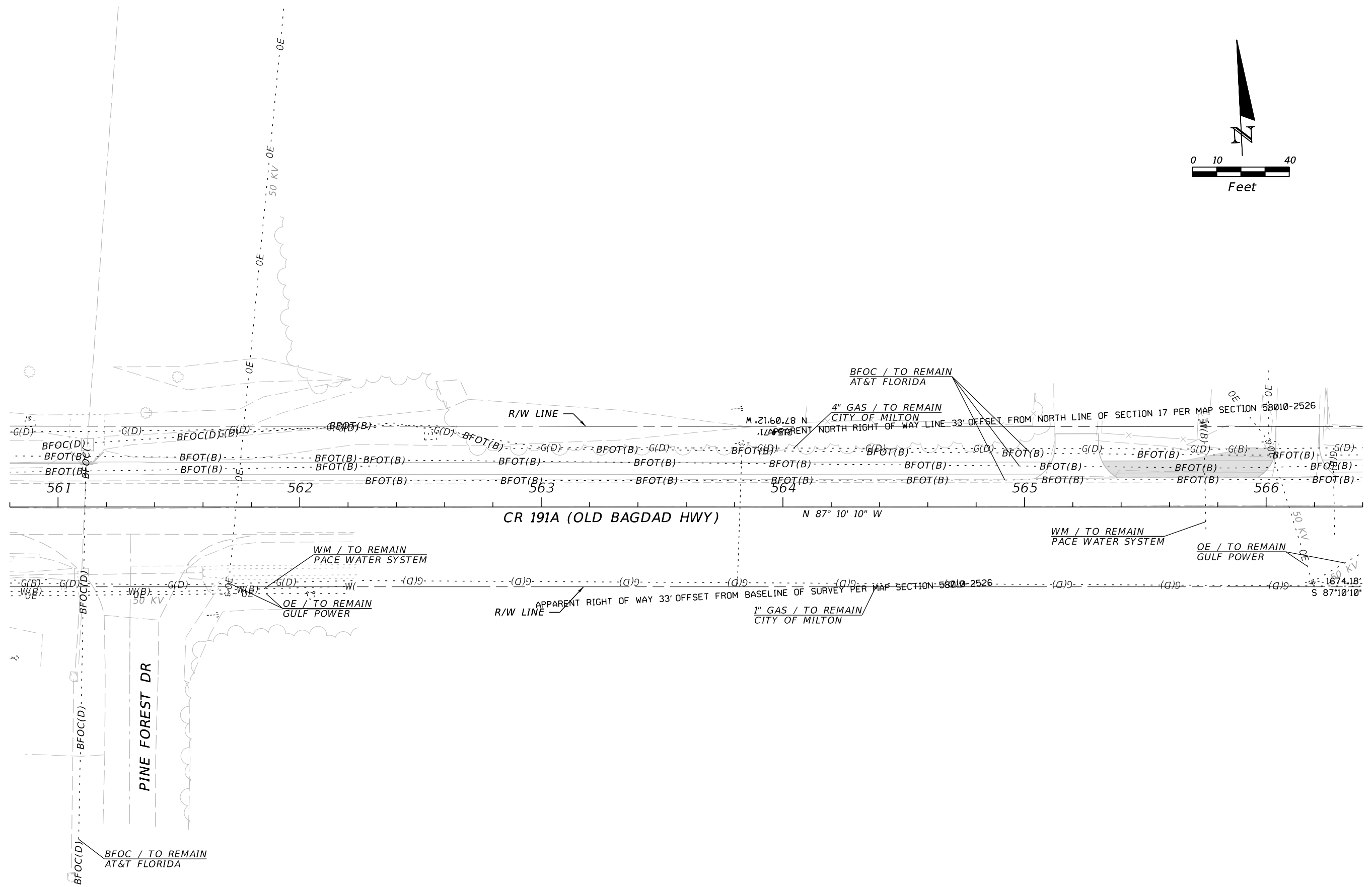
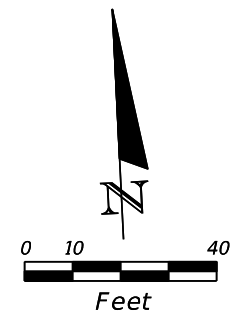
REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (2)	SHEET NO. 44
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						CR 191A	SANTA ROSA		438114-2-58-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



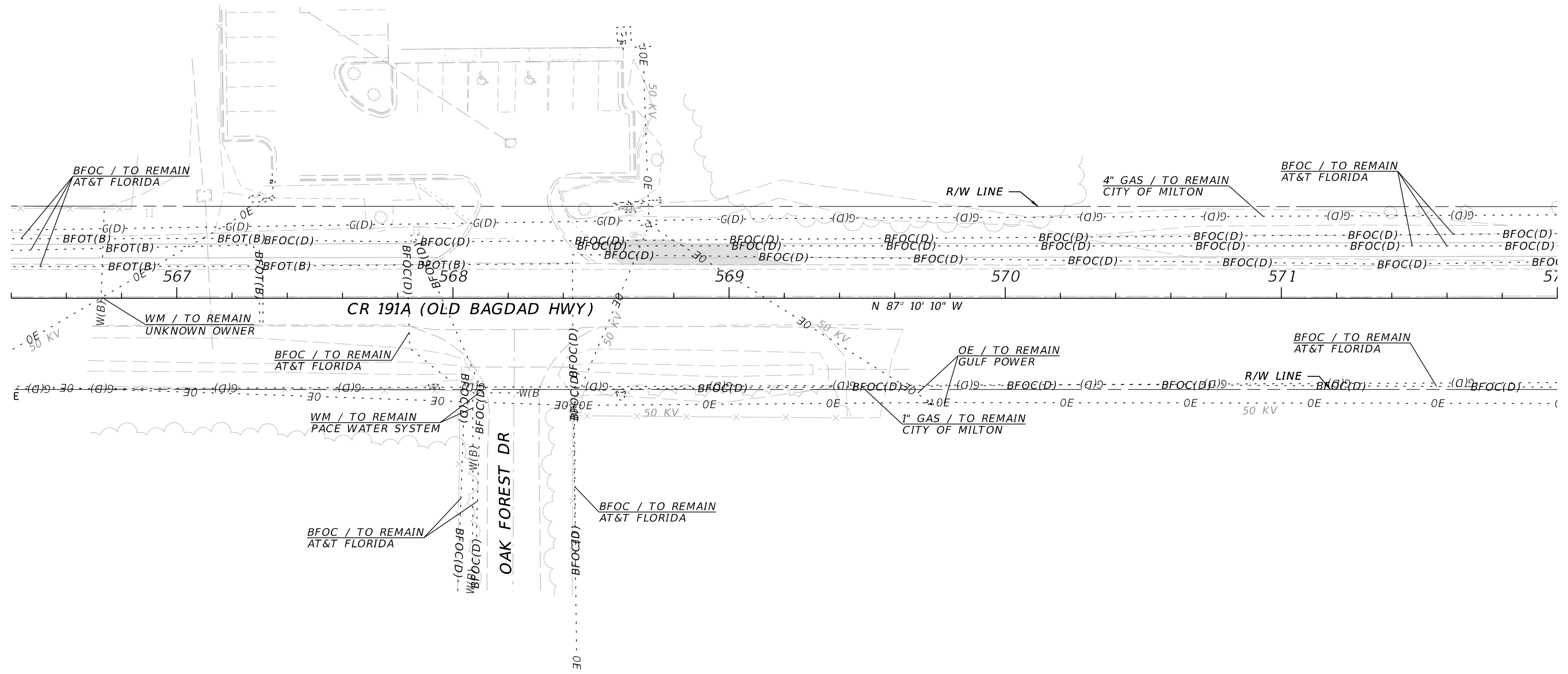
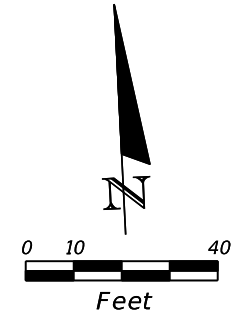
REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (3)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		45

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (4)	SHEET NO. 46
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						CR 191A	SANTA ROSA		438114-2-58-01

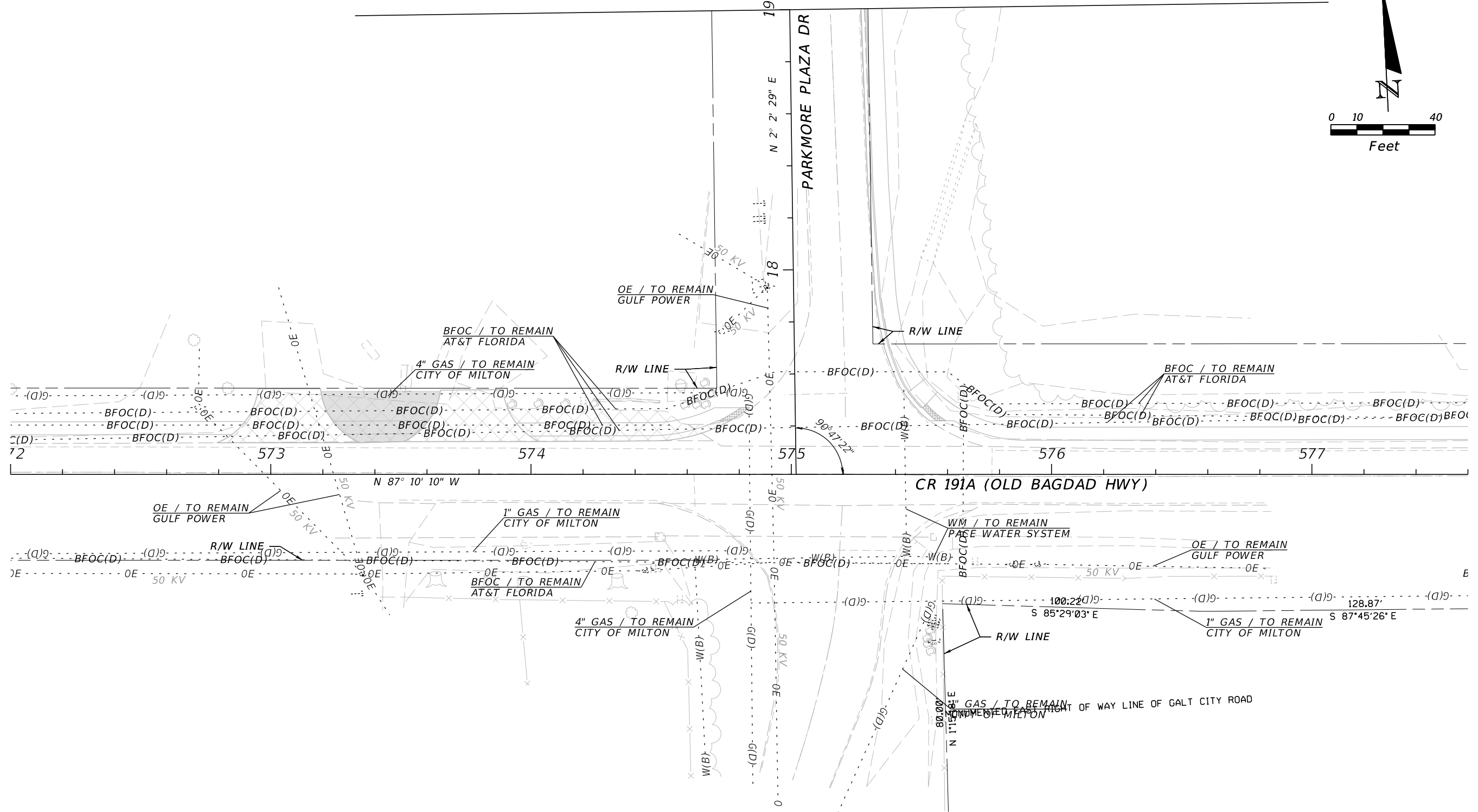
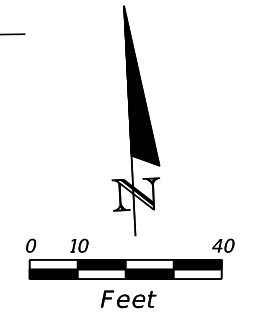
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (5)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		47

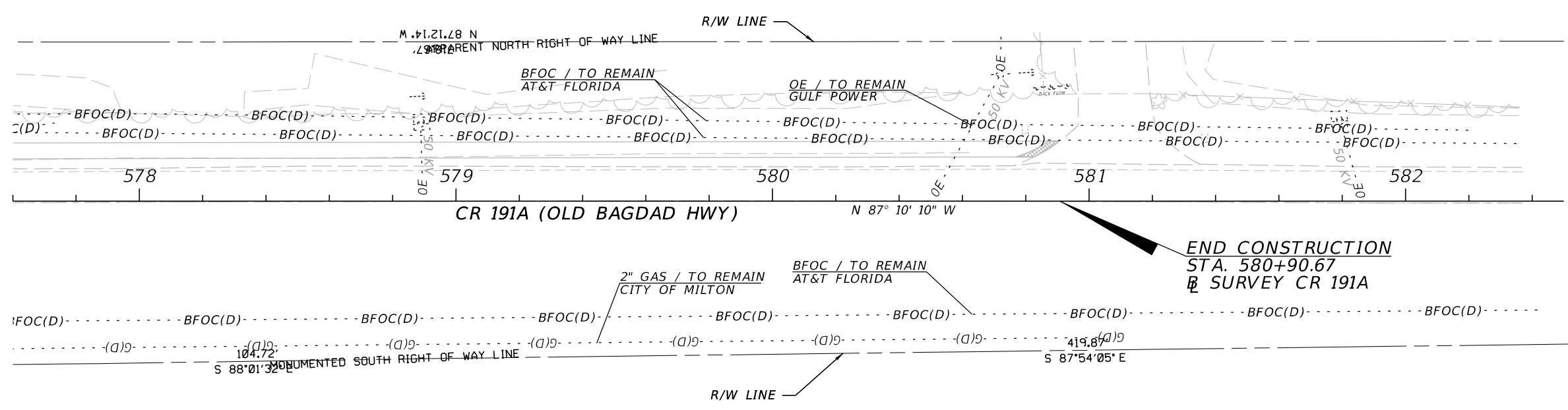
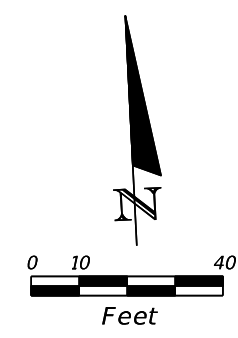
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

MATCHLINE SEE UTILITY ADJUSTMENTS (8) FOR MORE DETAILS



REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (6)	SHEET NO. 48
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		

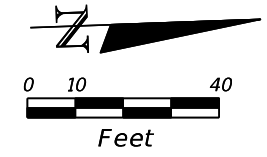
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



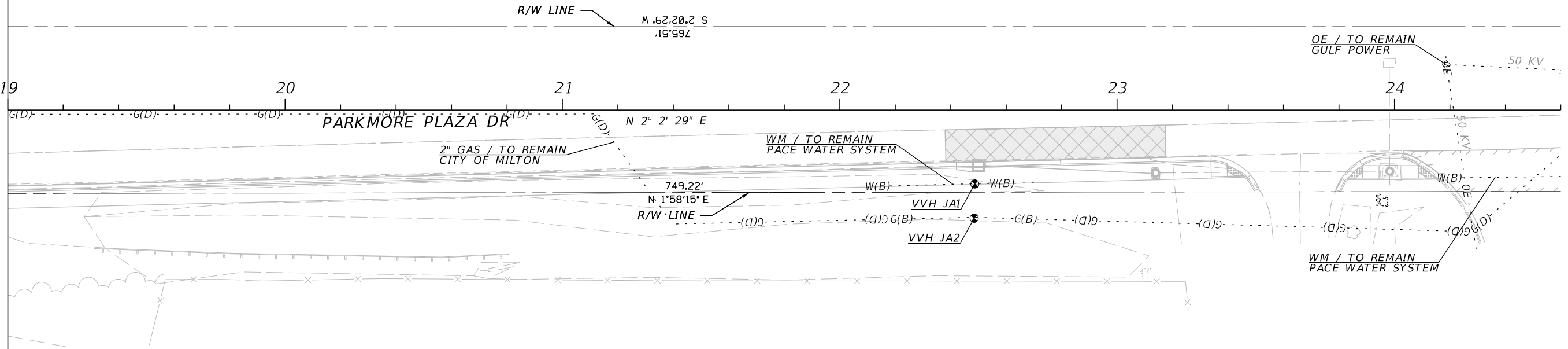
END CONSTRUCTION
 STA. 580+90.67
 SURVEY CR 191A

REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (7)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		49

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

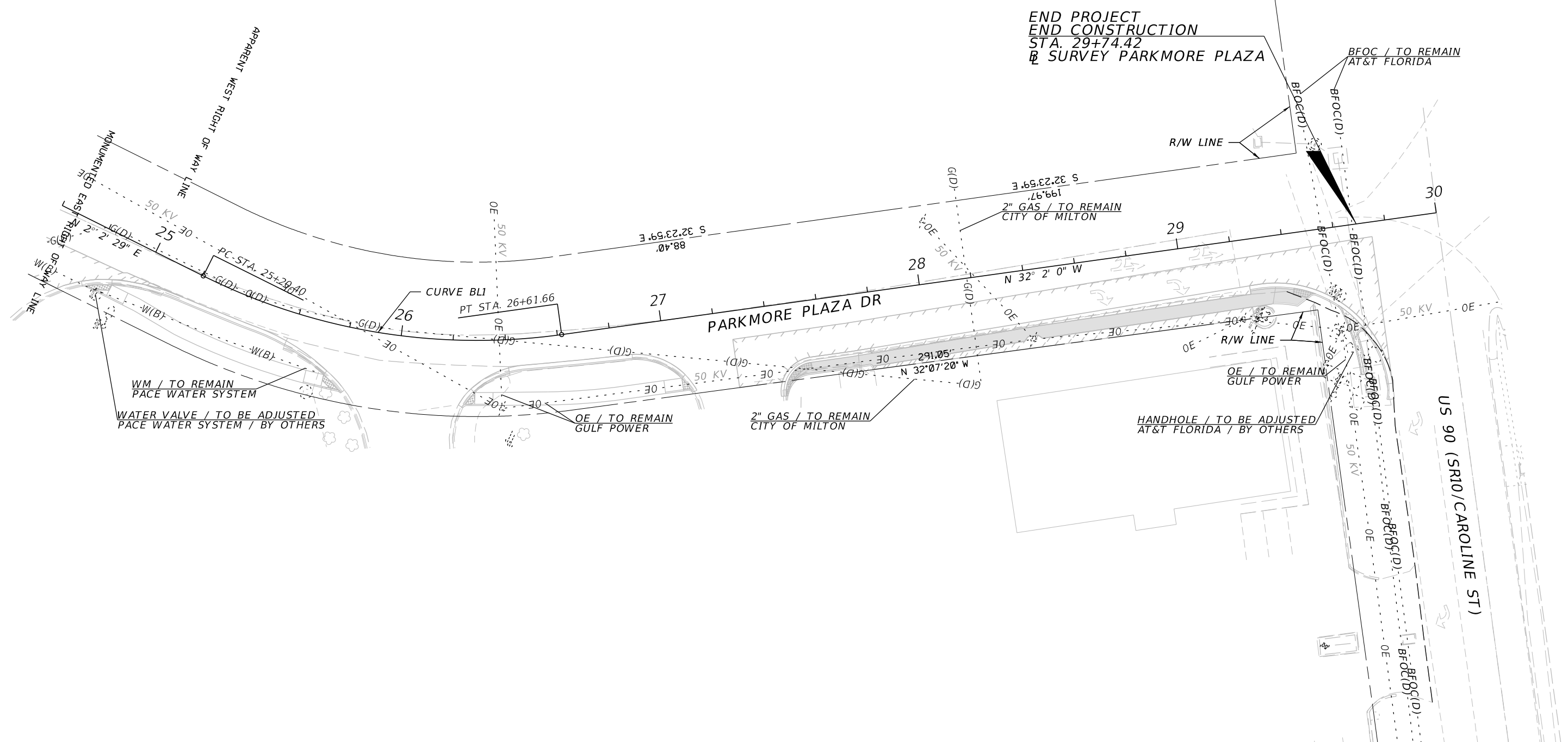
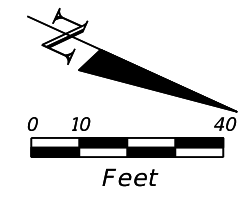


MATCHLINE SEE UTILITY ADJUSTMENTS (6) FOR MORE DETAILS



REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<i>UTILITY ADJUSTMENTS (8)</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		50
						CR 191A	SANTA ROSA		438114-2-58-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

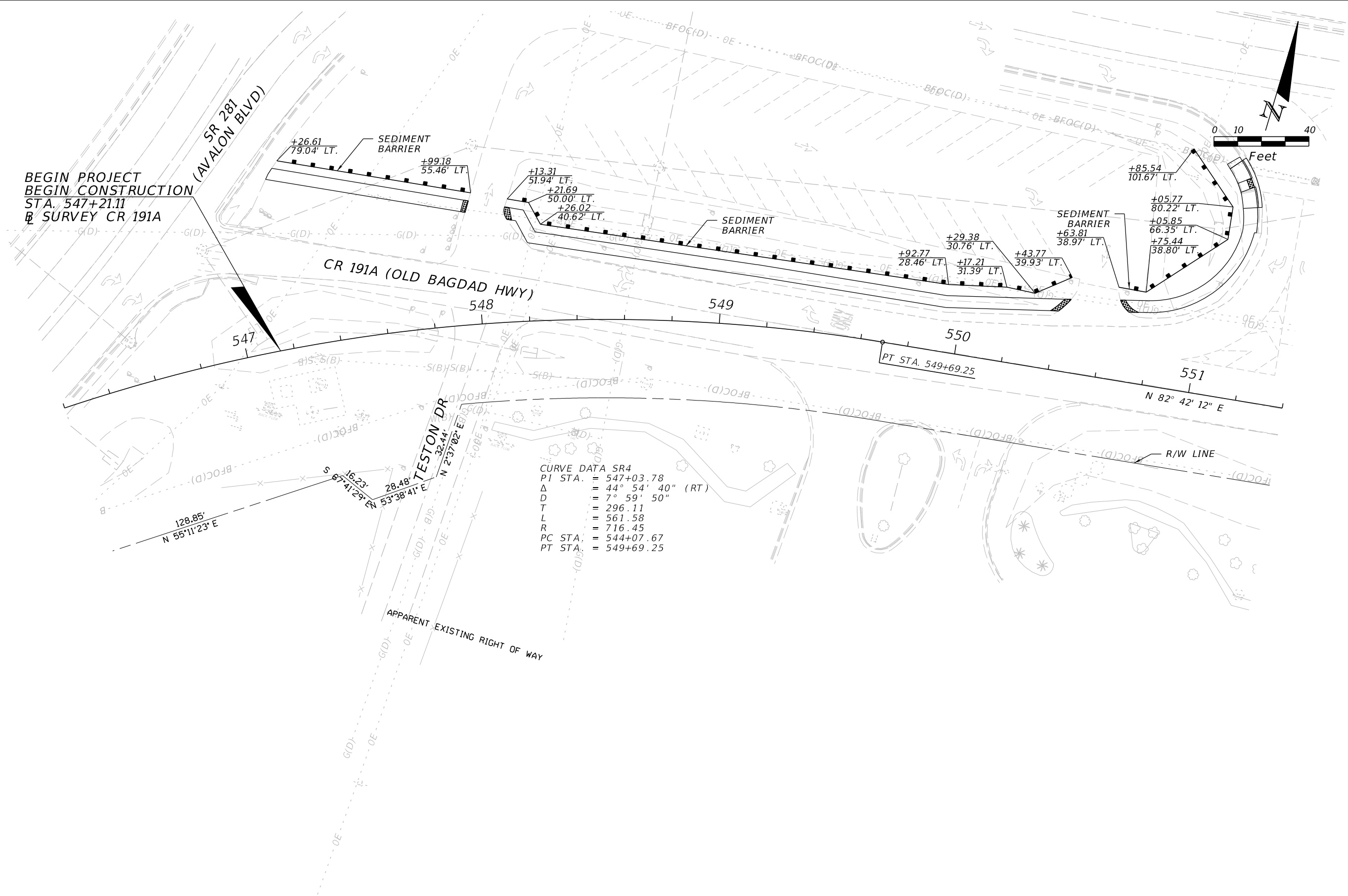
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

UTILITY ADJUSTMENTS (9)

SHEET NO.
51

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

BEGIN PROJECT
 BEGIN CONSTRUCTION
 STA. 547+21.11
 SURVEY CR 191A

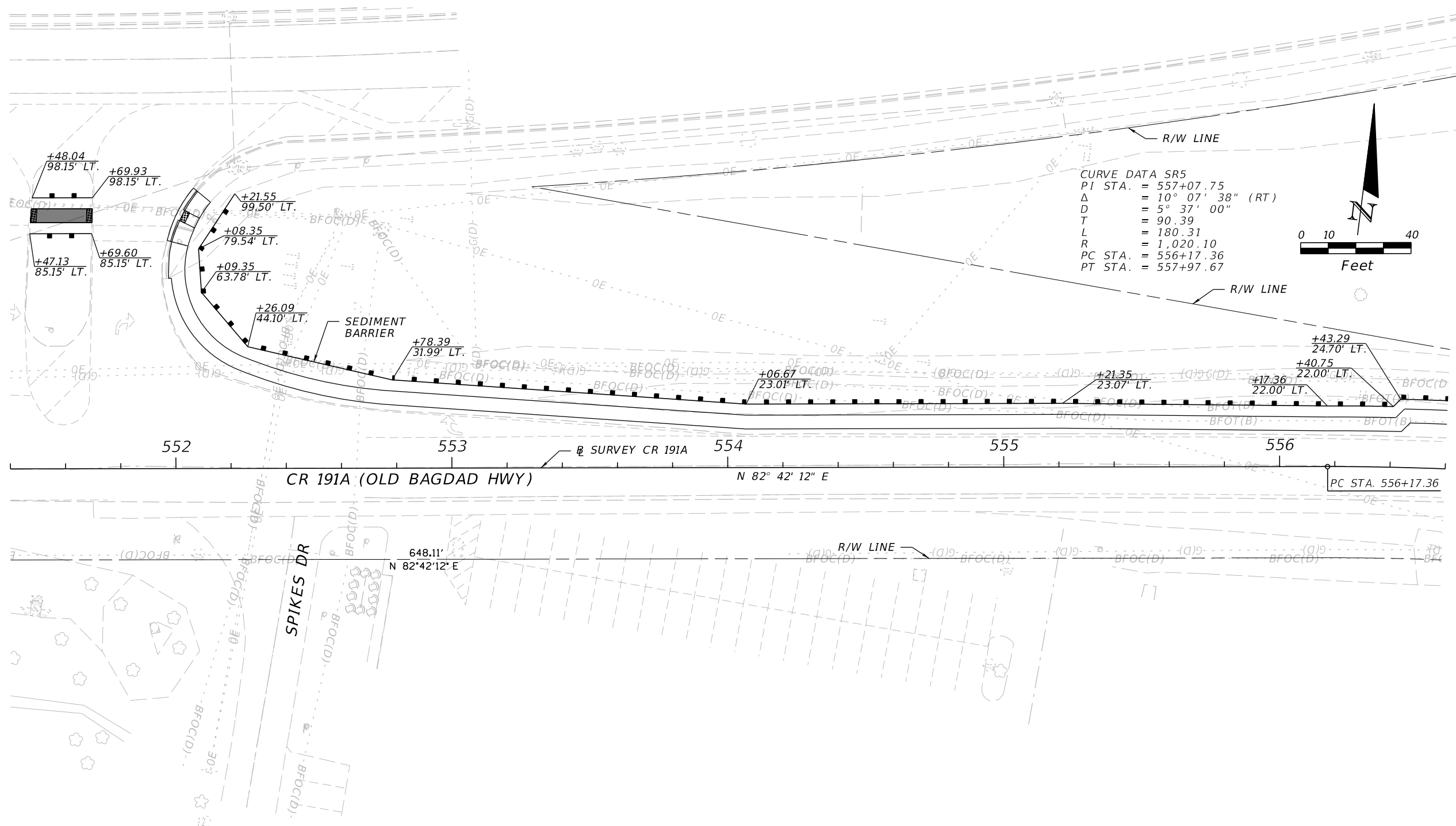


CURVE DATA SR4
 PI STA. = 547+03.78
 Δ = 44° 54' 40" (RT)
 D = 7° 59' 50"
 T = 296.11
 L = 561.58
 R = 716.45
 PC STA. = 544+07.67
 PT STA. = 549+69.25

REVISIONS				BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 52
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CR 191A	SANTA ROSA	438114-2-58-01	

EROSION CONTROL PLAN (1)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

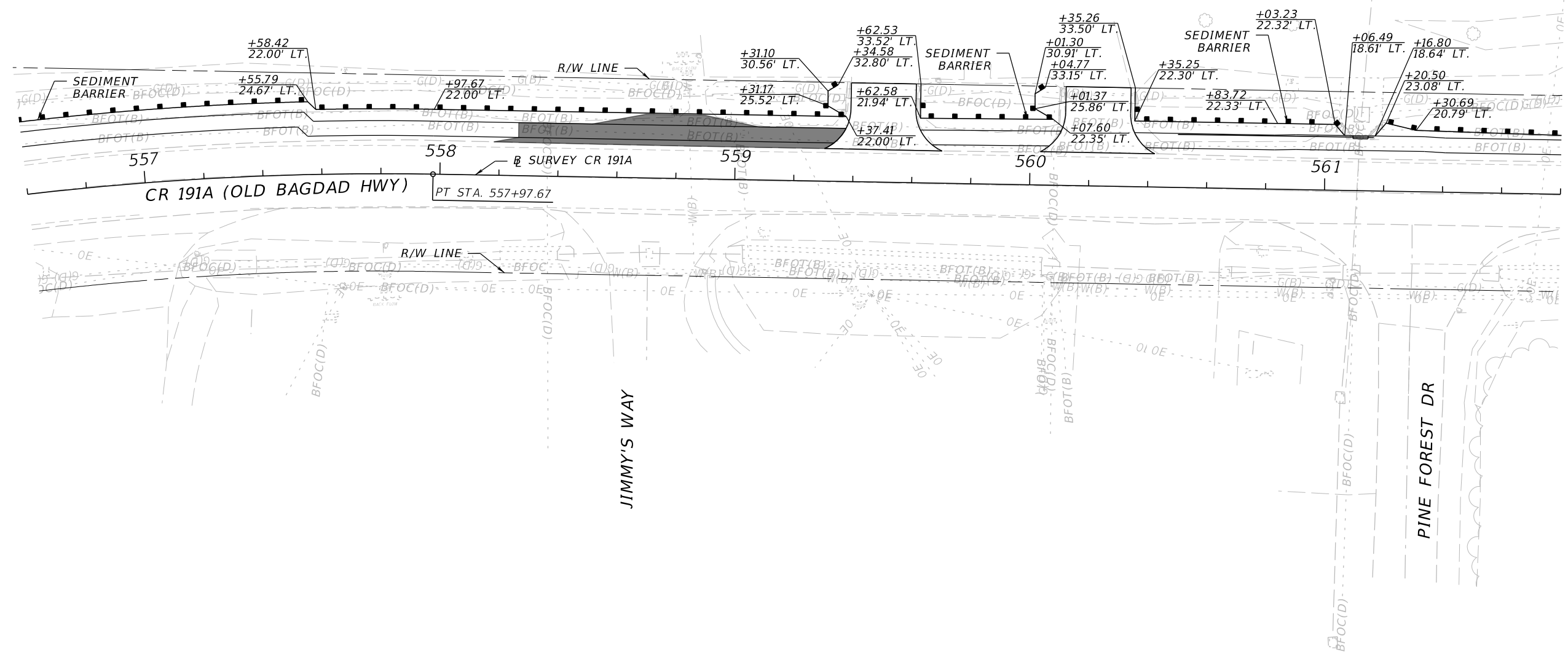
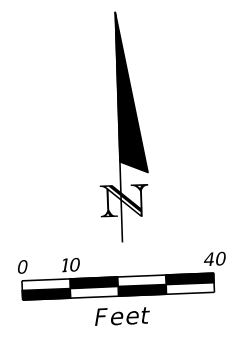
BRENT ALAN MORRIS, PE
 PE LICENSE NUMBER 68233
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

EROSION CONTROL PLAN (2)

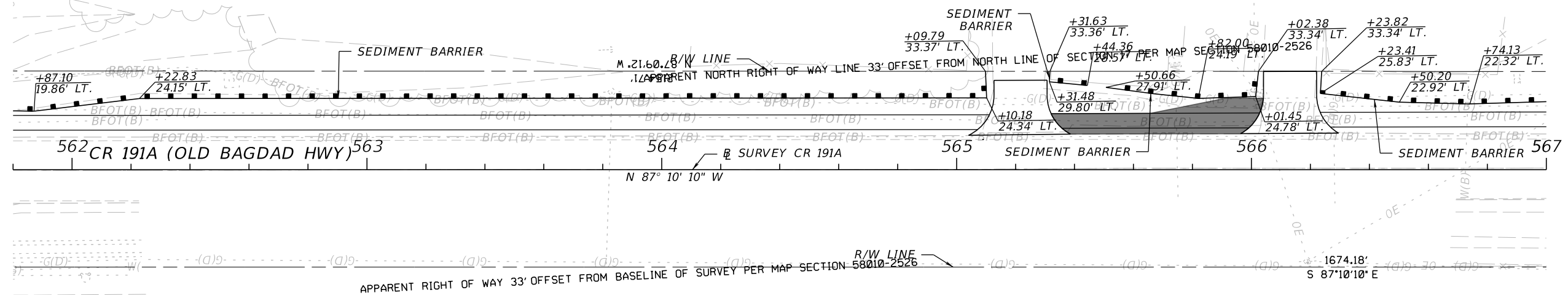
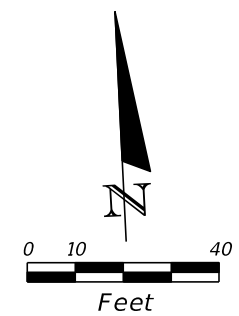
SHEET NO.
53

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



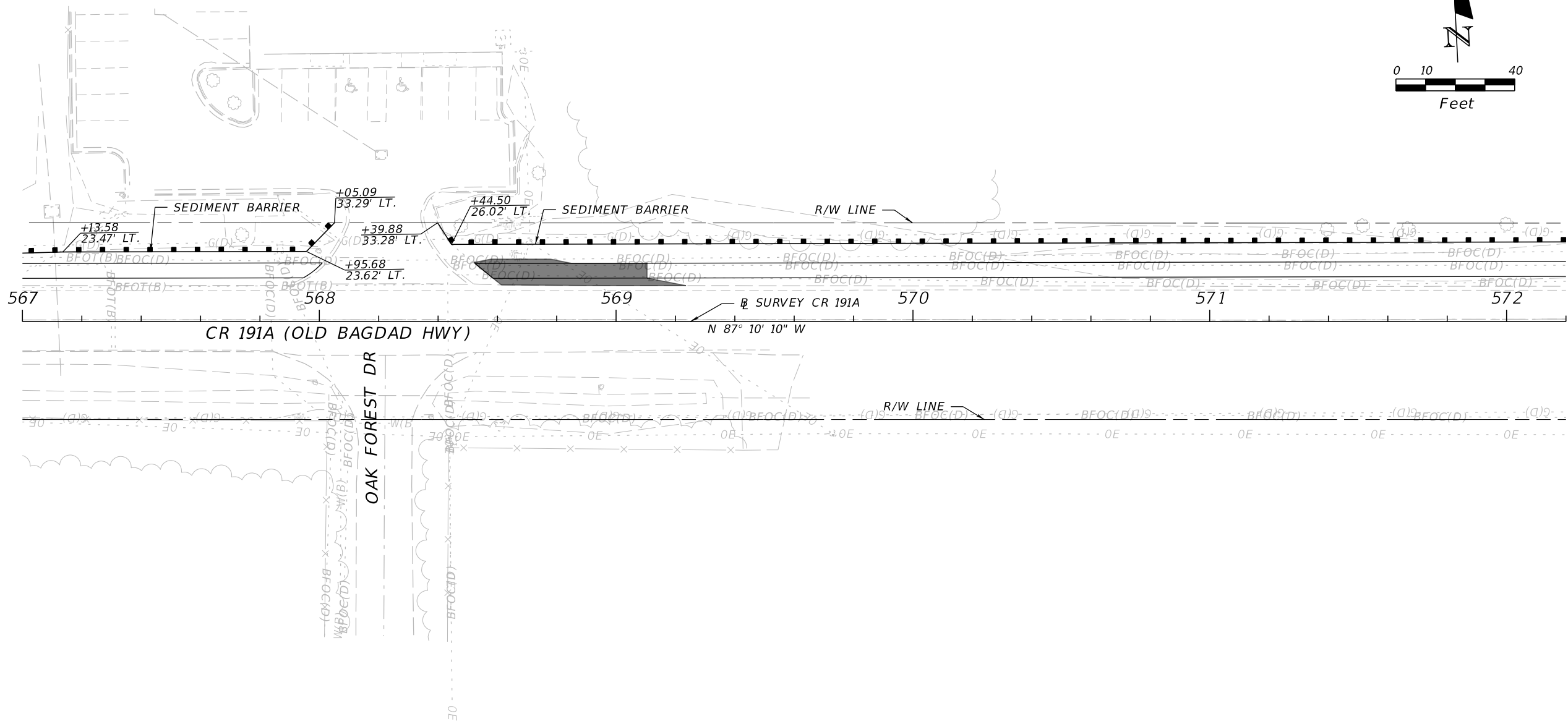
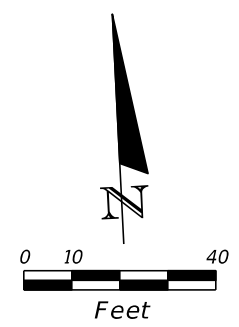
REVISIONS				BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			EROSION CONTROL PLAN (3)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		54

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



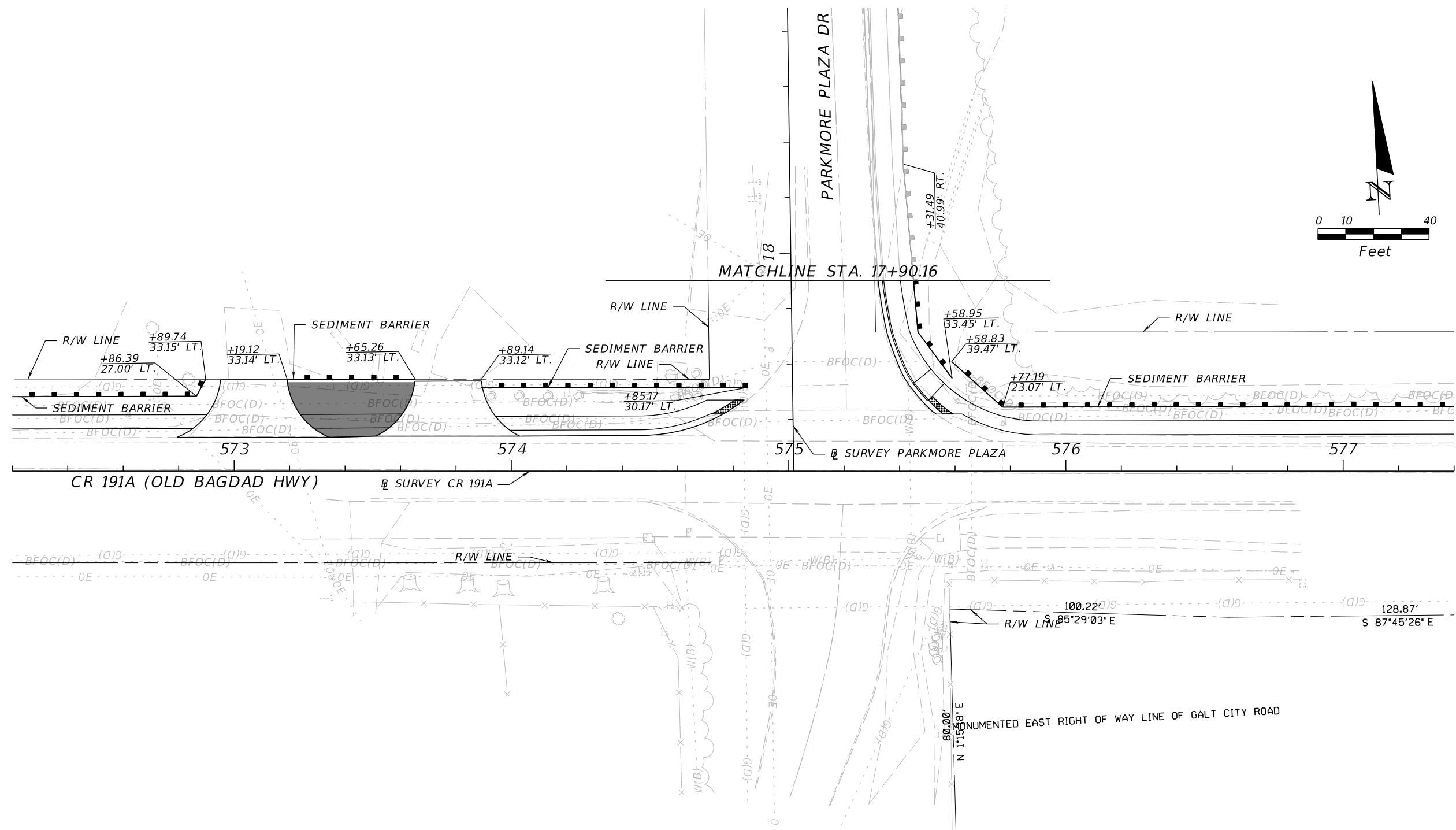
REVISIONS				BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			EROSION CONTROL PLAN (4)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						CR 191A	SANTA ROSA		438114-2-58-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



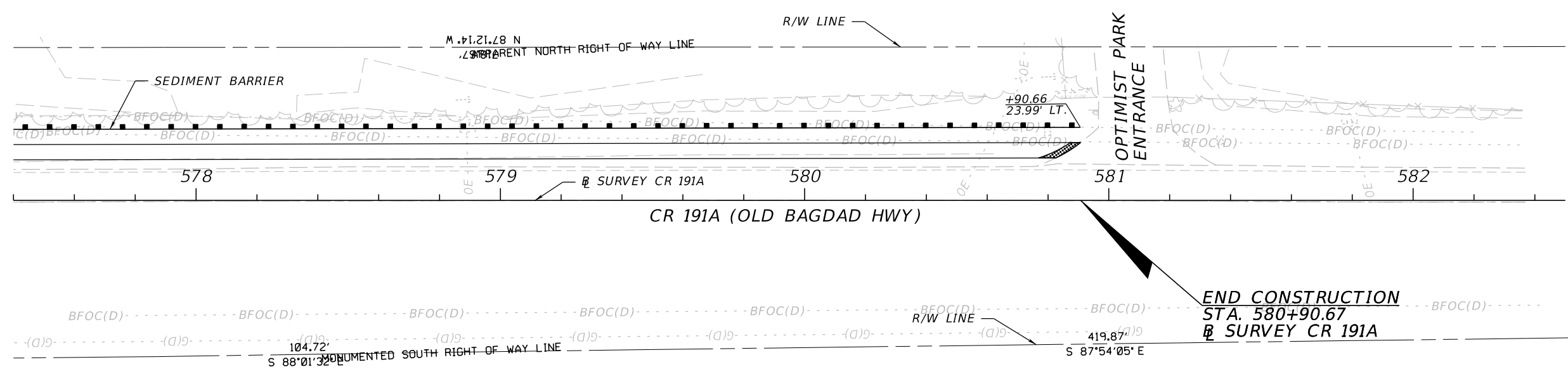
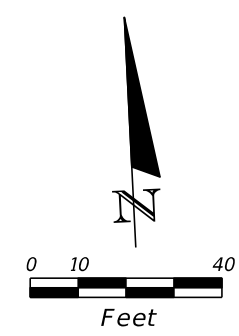
REVISIONS				BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			EROSION CONTROL PLAN (5)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						CR 191A	SANTA ROSA		438114-2-58-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



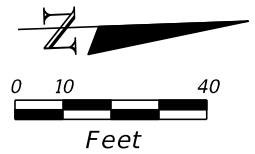
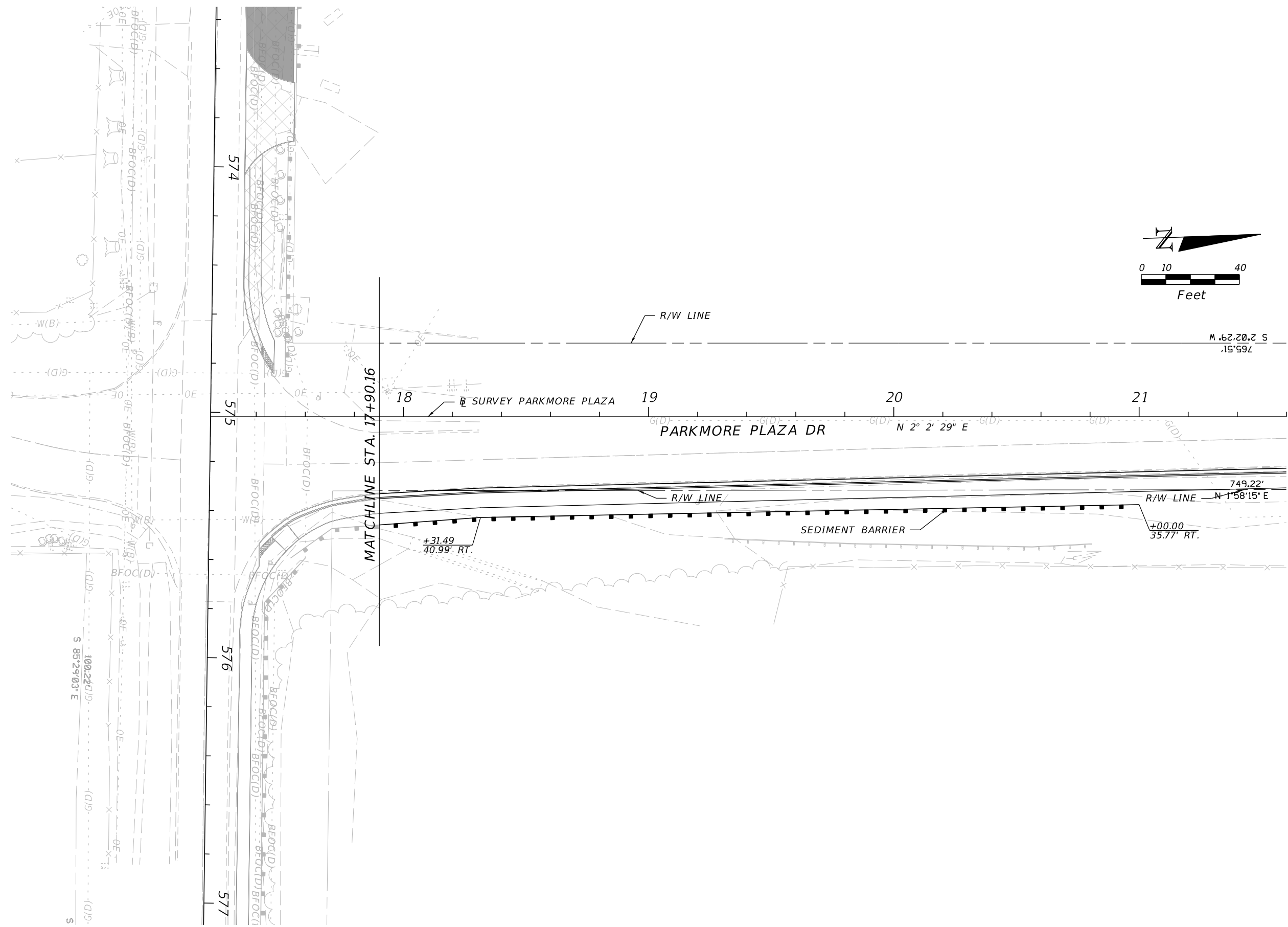
REVISIONS				BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			EROSION CONTROL PLAN (6)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		57

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			EROSION CONTROL PLAN (7)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		58
						CR 191A	SANTA ROSA		438114-2-58-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



M. 62.20.29° S
765.51'

PARKMORE PLAZA DR
N 2° 2' 29" E

SEDIMENT BARRIER

MATCHLINE STA. 17+90.16

+31.49
40.99' RT.

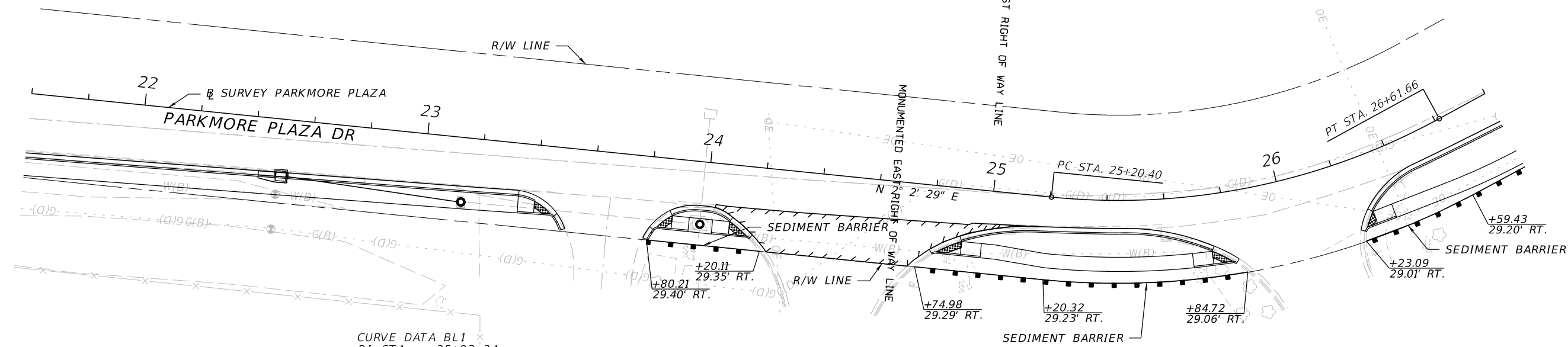
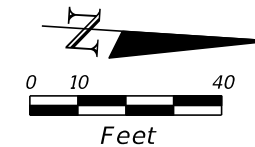
749.22'
R/W LINE N 1°58'15" E

+00.00
35.77' RT.

S 85°29'03" E
100.22(D)

REVISIONS		REVISIONS		BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			EROSION CONTROL PLAN (8)	SHEET NO. 59
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		

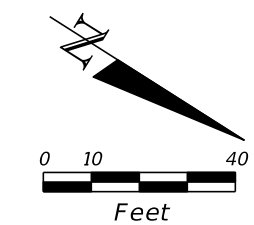
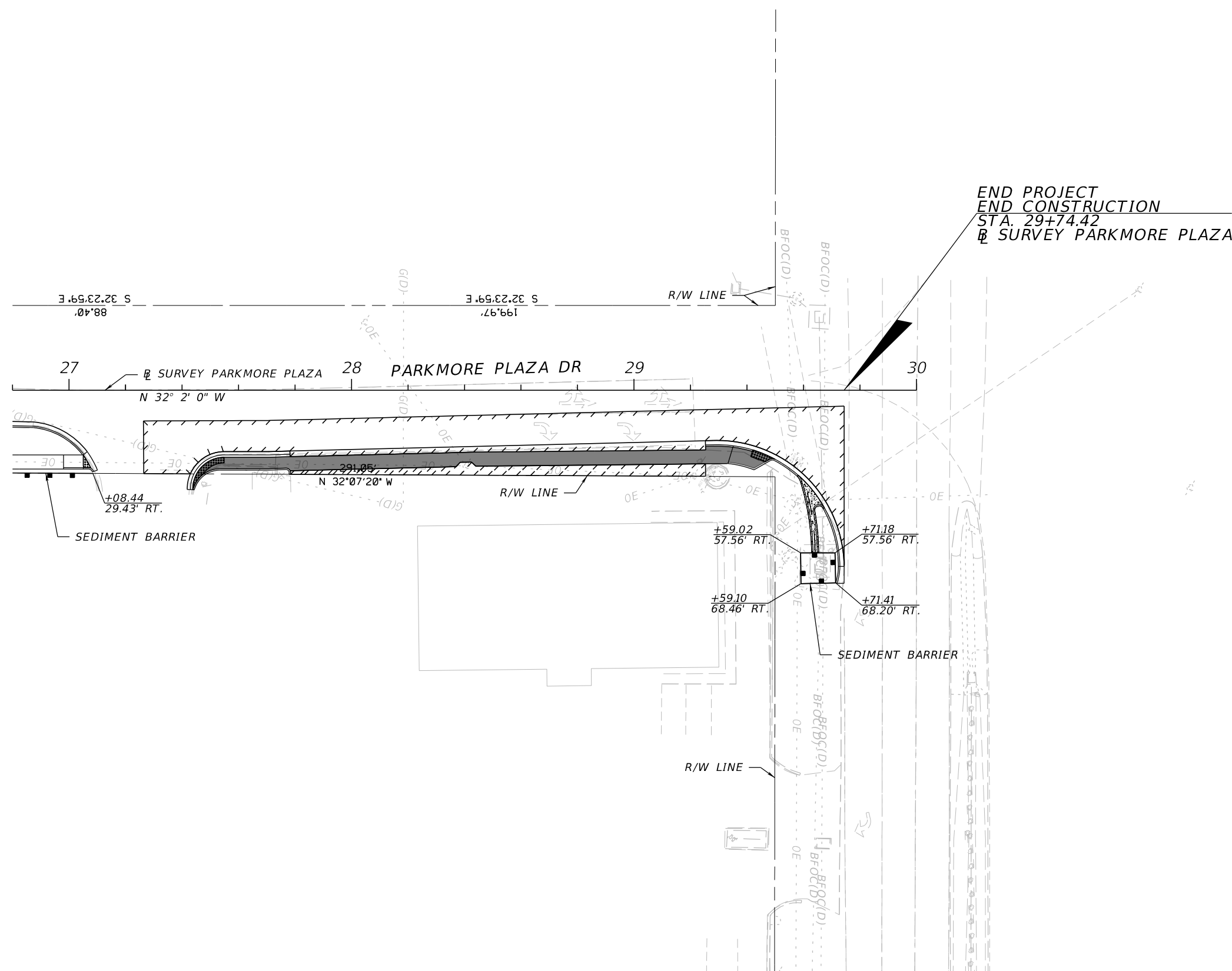
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



CURVE DATA BL1
 PI STA. = 25+93.24
 Δ = 34° 26' 28" (LT)
 D = 24° 22' 52"
 T = 72.84
 L = 141.26
 R = 235.00
 PC STA. = 25+20.40
 PT STA. = 26+61.66

REVISIONS				BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			EROSION CONTROL PLAN (9)	SHEET NO. 60
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				BRENT ALAN MORRIS, PE PE LICENSE NUMBER 68233 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			EROSION CONTROL PLAN (10)	SHEET NO. 61
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
						AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING				LS		1		1		1.36 AC	
		547+20.02 to 547+99.02	LT	20530		0.019						
		548+11.28 to 550+46.42	LT	20581		0.060						
		550+65.35 to 551+19.42	LT	24577		0.021						
		551+47.27 to 551+69.65	LT	20583		0.005						
		551+95.32 to 566+03.80	LT	24584		0.382						
		566+20.75 to 568+01.85	LT	24585		0.037						
		568+49.93 to 574+87.57	LT	20647		0.194						
		575+47.86 to 580+93.23	LT	20667		0.153						
		17+46.15 to 23+51.71	RT	29456		0.348						
		23+78.63 to 24+21.95	RT	29461		0.010						
		24+78.80 to 25+83.26	RT	29468		0.033						
		26+22.65 to 27+10.06	RT	29476		0.031						
		27+41.81 to 29+73.66	RT	31332		0.061						
110 4 10	REMOVAL OF EXISTING CONCRETE	551+00.47 to 551+14.30	LT	19968	SY		10.0		103		SIDEWALK	
		551+06.37 to 551+17.91	LT	19969			4.4				C & G	
		551+97.02 to 552+08.05	LT	19986			4.7				C & G	
		552+00.44 to 552+12.68	LT	19984			9.1				SIDEWALK	
		566+02.40 to 566+21.93	LT	19994			41.4				DRIVEWAY	
		24+02.53 to 24+17.11	RT	19998			3.3				C & G	
		24+79.51 to 25+09.70	RT	27377			6.9				C & G	
		25+58.10 to 25+82.71	RT	20006			6.2				C & G	
		26+22.65 to 26+41.05	RT	20010			5.2				C & G	
		26+87.07 to 27+10.06	RT	20015			6.0				C & G	
		27+43.50 to 27+73.85	RT	20023			3.3				C & G	
		29+62.81 to 29+69.05	RT	20027			2.8				SIDEWALK	

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
120 1	REGULAR EXCAVATION	127.8			
120 2 2	BORROW EXCAVATION, TRUCK MEASURE				
	FILL	219.6			
	FILL ADJUSTMENT (35%) (219.6 X 0.35)	76.9			
	SUB TOTAL	296.5			
	TRUCK ADJUSTMENT (20%) (296.5 X 0.20)	59.3			
	TOTAL BORROW EXCAVATION	355.8			

<table border="1"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				REVISIONS				DATE	DESCRIPTION	DATE	DESCRIPTION					CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <table border="1"> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> <tr> <td>CR 191A</td> <td>SANTA ROSA</td> <td>438114-2-58-01</td> </tr> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	CR 191A	SANTA ROSA	438114-2-58-01	SUMMARY OF QUANTITIES (3) SHEET NO. SQ-3
REVISIONS																								
DATE	DESCRIPTION	DATE	DESCRIPTION																					
ROAD NO.	COUNTY	FINANCIAL PROJECT ID																						
CR 191A	SANTA ROSA	438114-2-58-01																						

SUMMARY OF DRIVEWAY BASE						
LOCATION STA. TO STA.	SIDE	AREA ID	0286 1		DESIGN NOTES	CONSTRUCTION REMARKS
			SY			
			P	F		
559+30.22 to 559+70.11	LT	19479	62.7			
560+03.40 to 560+42.21	LT	19472	61.4			
572+79.33 to 573+34.28	LT	19462	76.9			
573+51.07 to 574+02.99	LT	19467	72.3			
SUB-TOTAL:			273.3			
TOTAL:			273			

SUMMARY OF PAVEMENT												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION				P	F	P	F		
285706	OPTIONAL BASE, BASE GROUP 06	22+37.97 to 23+17.51		RT	29729	SY	103.7		104			
0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	24+03.22 to 25+17.47		RT	19244	SY	122.3		585			
		27+26.35 to 29+74.42		RT	29589		411.0					
		27+78.27 to 29+25.35		RT	31442		51.4					
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	22+37.97 to 23+17.51	(1.5" PAVT. RESTORATION)	RT	29762	TN	8.55		23.6			
		559+30.22 to 559+70.11	(1" TURNOUT)	LT	30068		3.45					
		560+03.40 to 560+42.21	(1" TURNOUT)	LT	30069		3.38					
		572+79.33 to 573+34.28	(1" TURNOUT)	LT	30070		4.23					
		573+51.07 to 574+02.99	(1" TURNOUT)	LT	30071		3.97					
0337 7 80	ASPHALT CONCRETE FRICTION COURSE (TRAFFIC B, FC-9.5, PG 76-22)	22+37.97 to 23+17.51		RT	29641	TN	5.70		37.9			
		24+03.21 to 25+17.47		RT	29672		6.73					
		27+26.35 to 29+74.42		RT	29677		22.60					
		27+78.27 to 29+25.35		RT	31444		2.83					

SUMMARY OF RAILING					
LOCATION STA. TO STA.	SIDE	PIPE HANDRAIL - GUIDERAIL (ALUMINUM)		DESIGN NOTES	CONSTRUCTION REMARKS
		0515 1 2			
		LF			
P	F				
560+50.00 to 561+16.37	LT	66.4			
SUB-TOTAL:		66.4			
TOTAL:		66			

REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES (4)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 191A	SANTA ROSA	438114-2-58-01		

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY				TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
						GROSS LENGTH	DEDUCTIONS		NET LENGTH		P		
		TYPE					LENGTH	P	F				
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	17+41.25 to 23+49.86	RT		LF	618.4	5	10.5	607.9		1024		
		23+80.26 to 24+16.31	RT			43.7			43.7				
		24+80.23 to 25+82.00	RT			110.6			110.6				
		26+23.50 to 27+08.70	RT			99.0			99.0				
		27+42.99 to 27+78.21	RT			42.4			42.4				
		29+25.34 to 29+72.92	RT			78.1			78.1				
		551+06.67 to 551+16.42	LT			21.3			21.3				
		551+98.20 to 552+07.68	LT			20.8			20.8				
0520 2 4	CONCRETE CURB, TYPE D	27+43.82 to 27+78.37	RT		LF	39.6			39.6		40		

<p align="center">REVISIONS</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				DATE	DESCRIPTION	DATE	DESCRIPTION					CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	<p align="center">STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <table border="1"> <thead> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> </thead> <tbody> <tr> <td>CR 191A</td> <td>SANTA ROSA</td> <td>438114-2-58-01</td> </tr> </tbody> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	CR 191A	SANTA ROSA	438114-2-58-01	<p align="center">SUMMARY OF QUANTITIES (5)</p>	SHEET NO. SQ-5
DATE	DESCRIPTION	DATE	DESCRIPTION																		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID																			
CR 191A	SANTA ROSA	438114-2-58-01																			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION	SIDE	AREA ID	CONC SIDEWALK & DRIVEWAYS 4"		CONC SIDEWALK & DRIVEWAYS 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
			0522 1		0522 2		0527 2			
			SY		SY		SF			
STA. TO STA.			P	F	P	F	P	F		
17+89.66 to 23+34.01	RT	29156	362.8							
24+97.54 to 25+68.16	RT	29206	41.7							
26+34.64 to 26+98.01	RT	29212	36.7							
547+21.11 to 547+98.04	LT	22338	47.1							
548+11.85 to 550+44.74	LT	22360	135.5							
550+65.35 to 551+16.40	LT	22342	37.2							
551+98.47 to 558+26.44	LT	21955	361.6							
559+62.62 to 560+10.34	LT	17144	24.6							
560+35.25 to 565+11.12	LT	17149	262.4							
566+23.32 to 568+01.03	LT	17162	96.3							
569+10.41 to 572+90.16	LT	17167	209.7							
573+94.32 to 574+70.51	LT	21962	41.5							
575+34.27 to 575+51.37	LT	29235	26.1							
575+62.54 to 580+72.98	LT	21966	280.9							
23+33.82 to 23+46.54	RT	29103			5.3					
23+82.56 to 24+16.00	RT	29341			14.9					
24+81.04 to 24+97.58	RT	29302			6.7					
25+68.03 to 25+81.45	RT	29312			6.1					
26+24.31 to 26+34.77	RT	29323			5.1					
26+98.01 to 27+08.18	RT	29334			4.7					
27+43.82 to 29+48.54	RT	31026			107.8					
551+00.47 to 551+17.22	LT	22048			20.9					
551+47.41 to 551+69.83	LT	22411			12.3					
551+97.43 to 552+12.68	LT	22064			21.0					
558+18.11 to 559+37.44	LT	22095			99.0					
565+04.06 to 566+29.56	LT	22257			157.4					
568+52.03 to 569+23.52	LT	22131			50.5					
573+19.25 to 573+65.13	LT	21777			79.2					
574+70.51 to 574+83.96	LT	22267			5.5					
575+45.32 to 575+74.61	LT	29240			19.7					
580+72.97 to 580+90.67	LT	16972			7.8					
23+39.69 to 23+45.58	RT	29057					10.4			
23+83.36 to 23+88.45	RT	15100					10.1			
24+08.65 to 24+15.02	RT	15113					11.7			
24+82.14 to 24+90.56	RT	27345					15.0			
25+74.48 to 25+80.53	RT	15064					12.1			
26+25.02 to 26+28.31	RT	15069					7.9			
27+05.01 to 27+07.70	RT	15074					6.1			
27+43.82 to 27+54.97	RT	29073					26.7			
29+41.31 to 29+49.97	RT	31018					16.3			
547+94.64 to 547+98.04	LT	18696					10.0			
548+12.11 to 548+14.66	LT	18701					12.5			
550+36.96 to 550+44.74	LT	14993					14.8			
550+65.35 to 550+73.67	LT	14998					13.6			
SUB-TOTAL:			1964.1		623.9		167.2			
TOTAL:			1964		624		258			

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER COUGHLIN, PE
 PE LICENSE NUMBER 78604
 SCALAR CONSULTING GROUP INC.
 13337 N. 56TH STREET
 TAMPA, FLORIDA 33617

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 191A	SANTA ROSA	438114-2-58-01

SUMMARY OF QUANTITIES (6)

SHEET NO.
SQ-6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS										
LOCATION	SIDE	AREA ID	CONC SIDEWALK & DRIVEWAYS 4"		CONC SIDEWALK & DRIVEWAYS 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
			0522 1		0522 2		0527 2			
STA. TO STA.			SY		SY		SF			
			P	F	P	F	P	F		
551+09.63 to 551+13.28	LT	15004					8.0			
551+47.41 to 551+49.77	LT	15009					10.0			
551+67.70 to 551+69.83	LT	15014					10.0			
552+01.54 to 552+05.13	LT	15019					8.0			
574+72.14 to 574+83.96	LT	15024					18.8			
575+50.52 to 575+59.43	LT	15124					15.3			
580+76.93 to 580+90.67	LT	40813					20.9			
SUB-TOTAL:							91.0			

REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES (7)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		SQ-7
					CR 191A	SANTA ROSA	438114-2-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF PERFORMANCE TURF						
LOCATION STA. TO STA.	SIDE	AREA ID	PERFORMANCE TURF (SOD)		DESIGN NOTES	CONSTRUCTION REMARKS
			0570	1 2		
			SY			
			P	F		
17+50.00 to 23+51.71	RT	16465	1144.4			
23+80.74 to 24+20.11	RT	16508	17.7			
23+88.43 to 24+08.65	RT	16498	4.2			
24+78.80 to 25+83.29	RT	27384	24.7			
24+90.54 to 25+74.51	RT	16490	56.7			
26+23.73 to 27+08.33	RT	16530	12.5			
26+28.30 to 27+04.80	RT	16520	68.4			
29+28.87 to 29+62.89	RT	31009	44.5			
29+64.01 to 29+72.09	RT	31010	9.3			
547+20.02 to 547+96.39	LT	20241	18.9			
547+24.19 to 547+99.02	LT	20242	27.8			
548+12.11 to 550+46.42	LT	20258	82.4			
548+12.78 to 550+40.24	LT	20243	72.4			
550+65.35 to 551+11.40	LT	16331	30.1			
550+69.73 to 551+19.42	LT	16573	22.0			
551+47.41 to 551+69.70	LT	16372	5.0			
551+47.76 to 551+69.83	LT	16363	4.9			
551+95.32 to 558+26.44	LT	21913	182.3			
552+04.48 to 558+82.06	LT	21911	241.5			
558+98.27 to 559+38.12	LT	21930	6.9			
559+60.97 to 560+11.78	LT	16380	40.4			
559+66.71 to 560+06.46	LT	16637	8.5			
560+33.78 to 565+12.50	LT	16387	213.2			
560+39.13 to 565+07.12	LT	16642	118.9			
565+30.68 to 566+04.09	LT	21931	41.6			
566+22.72 to 568+01.85	LT	16408	32.9			
566+26.82 to 567+94.62	LT	16660	44.1			
568+49.93 to 572+92.92	LT	21932	219.1			
569+10.42 to 572+85.07	LT	21933	123.3			
573+19.12 to 573+35.68	LT	21935	2.2			
573+90.98 to 574+87.57	LT	16425	44.9			
573+99.50 to 574+76.46	LT	16676	17.2			
575+53.19 to 580+82.54	LT	16683	178.2			
575+58.64 to 580+93.23	LT	16449	265.7			
SUB-TOTAL:			3426.8			
TOTAL:			3427			

REVISIONS				CHRISTOPHER COUGHLIN, PE PE LICENSE NUMBER 78604 SCALAR CONSULTING GROUP INC. 13337 N. 56TH STREET TAMPA, FLORIDA 33617	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES (8)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		SQ-8
					CR 191A	SANTA ROSA	438114-2-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # MNB2112061

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

801 Virecent Rd. Cantonment, FL 32533

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

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

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

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

6495 Caroline St. Milton, FL 32570

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

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

Five Percent of Amount Bid-----Dollars (\$ 5% of attached bid),

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

WHEREAS, the Principal has submitted a bid for Old Bagdad Highway Sidewalk Project

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

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

Signed and sealed this 6th day of December 2021

Shannan P Nden (Witness)

Paul Hahn (Witness)

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

MERCHANTS NATIONAL BONDING, INC. (Title)

Gregory E. Nash, ATTORNEY-IN-FACT Bonds Southeast, Inc. 5550 Franklin Pike, Suite 202 Nashville, TN 37220 (615)321-9700

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

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

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

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

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

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

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

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

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

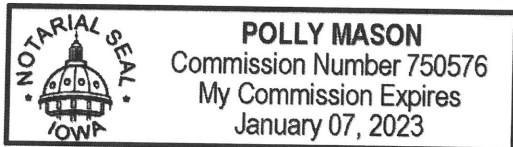


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of December, 2021.



William Warner Jr.
Secretary



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

BID SUBMISSION CHECKLIST

ITB 22-004 CR 191A Old Bagdad Highway Sidewalk Project

Contractor: Chavers Construction, Inc

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Bid Bond
- Bid Form
- Schedule of Values, Unit Pricing
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Addendum (s) if any
- Certificate of Competency (Business Tax Receipt)
- Form 275-030-12 Anticipated DBE Participation Statement
- Form 700-010-11 Notice of Rental Agreement
- Form 275-030-11 DBE AA Plan / Construction Contractors Bid Opportunity List
- Form 525-010-46 LAP Certification of Current Capacity
- Form 375-030-33 Lobbying Certification
- Form 575-060-13 Non-Collusion Declaration of Compliance
- Form 375-030-34 Disclosure of Lobbying
- Form 375-030-32 Cert. Regarding Debarment, Suspension...for Federal Aid Contracts

END OF SECTION 00120

00120-3

SECTION 00130 - BID FORM

(To be copied by the Bidder on their own letterhead.)

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

REFERENCE: ITB 22-004 CR 191A Old Bagdad Highway Sidewalk Project

All:

I have received the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled CR 191A Old Bagdad Highway Sidewalk Project, prepared by Santa Rosa County Engineering, 6051 Old Bagdad Highway, Suite 300, Milton, Florida 32570, (850) 981-7100.

I have also received Addenda Numbers _____ and have included their provisions in my Bid. I have examined both the Bidding Documents and the site and submit the following Bid:

In submitting the Bid, I agree:

1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within thirty (30) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the Contract Documents
5. To commence work under this Contract within 10 days of receipt of the written "Notice to Proceed" by the Engineer (or date specified on NTP) and to complete project within One Hundred-Twenty (120) days thereafter.
6. To pay as liquidated damages, the sum established in the Liquidated Damages Schedule (Technical Specification Section 1) for each consecutive calendar day after completion date, as called for in the Contract Agreement as modified.
7. To submit a Quality Control Plan to the Project Engineer for review and approval prior to starting construction. The Q.C. plan shall be in accordance with the July 2021 edition of FDOT Specifications.

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

Base Bid: Four Hundred Forty Five Thousand (\$ 445,228.60)
Two Hundred Twenty Eight Dollars and Sixty Cent

Unit prices are attached for informational purposes. Change orders and progress payments will be based on unit prices provided. The bid will be awarded by basis on the lump sum number written above. This will not be an Owner Force Account contract. Progress payments will be based on the work completed and/or materials stored.

NOTE: Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

FIRM: Chavers Construction, Inc.

BY: 

Date: 12-6-21

TITLE: President

END OF SECTION 00130

CR 191A (Old Bagdad Hwy) from SR 281 (Avalon Blvd) to Parkmore Plaza Dr

FPID: 438114-2-58-01

Schedule of Unit Prices

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

Item #	PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	0101 1	MOBILIZATION	LS	1	22,500	22,500
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1	15,000	15,000
4	0102 60	WORK ZONE SIGN	ED	2700	0.38	1,026
5	0102 74 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	15000	0.25	3,750
6	0102 74 7	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	LF	23	25	575
7	0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	200	91.33	18,266
8	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	428	15	6,420
9	0104 10 3	SEDIMENT BARRIER	LF	3886	5.75	22,344.50
10	0104 18	INLET PROTECTION SYSTEM	EA	2	862.50	1,725
11	0110 1 1	CLEARING & GRUBBING	AC	1.36	10,000	13,600
12	0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	104	12	1,248
13	0120 1	REGULAR EXCAVATION	CY	127.8	33	4,217.40
14	0120 2 2	BORROW EXCAVATION, TRUCK MEASURE	CY	355.8	18	6,404.40
	285706	OPTIONAL BASE, BASE GROUP 06	SY	104.0	40	4,160
15	0286 1	TURNOUT CONSTRUCTION	SY	274	45	12,330
16	0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	585	12	7,020
17	0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFF B	TN	23.6	250	5,900
18	0337 7 80	ASPHALT CONCRETE FRICTION COURSE (TRAFFIC B, FC-9.5, PG 76-22)	TN	37.9	250	9,475
19	0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	1	8,000	8,000
20	0425 2 43	MANHOLES, P-7, PARTIAL	EA	1	7,000	7,000
21	0425 2 73	MANHOLES, J-7, PARTIAL	EA	1	7,000	7,000
22	0430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	61	85	5,185
23	0515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	67	95	6,365
24	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	1024	28	28,672
25	0520 2 4	CONCRETE CURB, TYPE D	LF	40	28	1,120
26	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1965	65	127,725
27	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	624	73	45,552
28	0524 1 1	CONCRETE DITCH PAVT, NON REINFORCED, 3"	SY	9	200	1,800
29	0527 2	DETECTABLE WARNINGS	SF	259	30	7,770
30	0570 1 2	PERFORMANCE TURF, SOD	SY	3428	4.80	16,454.40
	630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	28	19.50	546
	632 7 2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	28	32.50	910
	646 1 40	ALUMINUM SIGNALS POLE, RELOCATE	EA	1	1,950	1,950
	660 2 101	LOOP ASSEMBLY- F&I, TYPE A	AS	2	1,950	3,900
	709 11123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	58	2.60	150.80
31	0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	29	5.20	150.80
32	0700 1 50	SINGLE POST SIGN, RELOCATE	AS	7	500	3,500
33	0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	422	10.40	4,388.80
34	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	99	20.80	2,059.20
35	0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	3	292.50	877.50

CR 191A (Old Bagdad Hwy) from SR 281 (Avalon Blvd) to Parkmore Plaza Dr

FPID: 438114-2-58-01

Schedule of Unit Prices

36	0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	221	20.80	4,596.80
37	0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.206	10,000	2,060
38	0711 17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	767	2	1,534
Total Bid						\$445,228.60

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

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

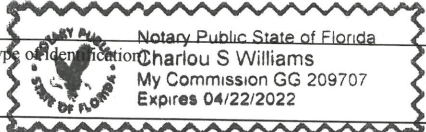
1. This sworn statement is submitted to Santa Rosa County Florida
by _____
(print individual's name and title)
Ryan Chavers, President
for _____
(print name of entity submitting sworn statement)
Chavers Construction, Inc.
business address is 801 Virceent Rd.
Cantonment, FL 32533 and (if applicable) its Federal
Employer Identification Number (FEIN) is 59-3582039. If the entity has no FEIN, include the
Social Security Number of the individual signing this Sworn Statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods of services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
 Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

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

Sworn to and subscribed before me this 6th day of DECEMBER, 2021. _____ (Signature)

Personally known _____
or Produced identification _____
Notary Public - State of FLORIDA

My commission expires 04/22/2022
 _____
(Printed, typed, or stamped commissioned name of notary public.)

CONE OF SILENCE

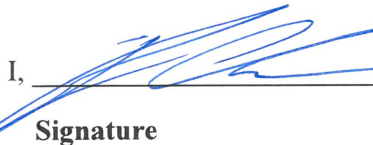
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents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

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

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

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

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

I,  representing Chavers Construction, Inc.
Signature **Company**

On this 6th day of December 2020 hereby agree to abide by the County’s “Cone of Silence” clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT
LOCAL AGENCY PROGRAM

275-030-12
 EQUAL OPPORTUNITY OFFICE
 03/09

1. FDOT LAP AGREEMENT# <i>438114-2-58-01</i>	2. FDOT LAP AGREEMENT AMOUNT <i>\$445,228.5</i>	3. LOCAL AGENCY CONTRACT (PRIME)#.	4. LOCAL AGENCY NAME <i>Santa Rosa County</i>
5. PRIME CONTRACTOR NAME <i>Chavers Construction, Inc.</i>		6. FEID NUMBER (PRIME CONTRACTOR) <i>59-3582039</i>	
7. CONTRACT DOLLAR AMOUNT		8. FEID NUMBER (LOCAL AGENCY) <i>59-6000842047</i>	
9. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED "DBE"? (DISADVANTAGED BUSINESS ENTERPRISE) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		10. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input checked="" type="checkbox"/> OR MAINTENANCE <input type="checkbox"/> OTHER _____	
11. REVISION (Y/N)? <i>N</i> IF YES, REVISION#			

12. ANTICIPATED DBE SUBCONTRACTS (BELOW):

A	DBE SUBCONTRACTOR OR SUPPLIER	TYPE OF WORK/SPECIALTY	DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
B				
C				
D				
E				
F				
			11A TOTAL DOLLARS TO DBE'S	11B TOTAL PERCENT OF CONTRACT

SECTION TO BE FILLED BY PRIME CONTRACTOR

13. NAME OF SUBMITTER <i>Ryan Chavers</i>	14. DATE <i>12-6-21</i>	15. TITLE OF SUBMITTER <i>President</i>
16. EMAIL ADDRESS OF PRIME CONTRACTOR SUBMITTER <i>Ryan@chaversinc.com</i>	17. FAX NUMBER <i>850-479-1288</i>	18. PHONE NUMBER <i>850-474-1966</i>

SECTION TO BE FILLED BY LOCAL AGENCY

19. SUBMITTED BY	20. DATE	21. TITLE OF SUBMITTER
22. EMAIL ADDRESS OF SUBMITTER	23. FAX NUMBER	24. PHONE NUMBER

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.

THE FOLLOWING SECTIONS ARE FOR FDOT LAP COORDINATOR USE

DIST	LAP COORDINATOR NAME	DATE TO EO OFFICE (ELECTRONICALLY)	EXECUTED DATE (LAP AGREEMENT)	EXECUTED DATE (BETWEEN LOCAL AGENCY AND PRIME)	PRECON. CONF DATE.

DBE Utilization

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

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

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

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

DBE Reporting

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

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

Bid Opportunity List

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

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

DBE/AA Plans

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
NOTICE OF RENTAL AGREEMENT

700-010-11
CONSTRUCTION
08/18

PROJECT ADMINISTRATOR/ENGINEER: Santa Rosa County DATE: 12/06/2021

CONTRACT NO: _____ F.A.P. NO(S): _____

FIN PROJECT NO(S): 438114-2-58-01

PRIME CONTRACTOR: Chavers Construction, Inc.

CONTRACTOR RENTING EQUIPMENT: N/A

LESSOR: N/A LESSOR PHONE: N/A

LESSOR ADDRESS: N/A

DOES THE ESTIMATED TOTAL AMOUNT OF THIS AGREEMENT EXCEED \$10,000? YES NO

EQUIPMENT TO BE RENTED:

- With Operators Operators will be on Lessor's Payroll
Without Operators Operators must be carried on the payroll of the Lessees, i.e., Prime Contractor or Authorized Subcontract

- NOTES:
1. All operators are subject to applicable wage rate provisions included in the contract for this project.
 2. Only equipment which requires the reasonably constant attention of an operator or operation staff may be rented on a "with operator" basis. Items such as forms, hand tools, pumps, air compressors, etc., may not be rented on a "with operator" basis.
 3. When equipment is rented on a "with operator" basis for use on a Federal Aid project, the lessor must submit certified copies of weekly payroll listings covering the operators to the Project Engineer.
 4. This written agreement will not be required when contractor rents equipment (without operator) from a firm whose principal business is renting or leasing equipment.

EQUIPMENT LISTED AS FOLLOWS:

- | | |
|--------|-----|
| 1. N/A | 7. |
| 2. | 8. |
| 3. | 9. |
| 4. | 10. |
| 5. | 11. |
| 6. | 12. |

DESCRIPTION OF WORK TO BE PERFORMED BY THIS AGREEMENT:

- A. N/A
B.

Signed:  _____
(Contractor's Designated Official)

REVIEWED BY: _____
Project Administrator/ Project Engineer

_____ Date

Distribution: Compliance Officer

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 12-6-21
(Letting Date)

Fill in your FDOT Vendor Number VF <u>59-3582039003</u> (Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ 10,714,593

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

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

I certify that the information above is correct.

Chavers Construction, Inc.
NAME OF FIRM

Sworn to and subscribed this 6th day
of December, 20 21

By: [Signature]
Ryan Chavers, President
Title

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontractors, whether in progress or awarded but not yet begun, and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY PRIME CONTRACTOR	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT AS SUBCONTRACTOR
				(Col. 5 Subtotal)		
	DOT WORK			\$		
	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
	River Gardens Sewer Expansion - ECUA - Pensaco	\$ 936,213.00	0	\$ 498,964.00	\$ 498,964.00	\$ 180,876.00
	Room-To-Go Patio Store - Pensacola, FL	\$ 535,769.00	0	\$ 180,876.00	\$ 180,876.00	\$ 174,606.00
	East Garden District - Pensacola, FL	\$ 817,850.00	0	\$ 174,606.00	\$ 174,606.00	\$ 550,239.00
	Nature Creek Subdivision Phase 2 - Pensacola	\$ 1,078,857.00	0	\$ 550,239.00	\$ 550,239.00	\$ 356,636.00
	Tom Thumb - Orange Beach, AL	\$ 1,154,818.00	0	\$ 356,636.00	\$ 356,636.00	\$ 112,496.00
	Tidal Wave Car Wash - Pensacola, FL	\$ 368,622.00	0	\$ 112,496.00	\$ 112,496.00	\$ 334,429.00
	Life Storage, Pensacola, FL	\$ 717,493.00	0	\$ 334,429.00	\$ 334,429.00	\$ 829,776.00
	VT-MAE Hangar 2 - City of Pensacola	\$ 1,522,675.00	0	\$ 829,776.00	\$ 829,776.00	\$ 1,078,023.00
	Hilton Garden Inn - Pensacola, FL	\$ 1,271,448.00	0	\$ 1,078,023.00	\$ 1,078,023.00	\$ 184,390.00
	Haul Infringer Office - Pensacola, FL	\$ 488,238.00	0	\$ 184,390.00	\$ 184,390.00	\$ 3,660,012.00
	Pecan Valley Subdivision - Cantonment, FL	\$ 3,788,793.00	0	\$ 3,660,012.00	\$ 3,660,012.00	\$ 205,671.00
	Lily Hall - Pensacola, FL	\$ 310,551.00	0	\$ 205,671.00	\$ 205,671.00	\$ 839,485.00
	Aldi #156 - Pensacola, FL	\$ 1,080,438.00	0	\$ 839,485.00	\$ 839,485.00	\$ 1,571,549.00
	PNS Economy Lot 3 - City of Pensacola	\$ 1,865,738.00	0	\$ 1,571,549.00	\$ 1,571,549.00	\$ 62,500.00
	District 3 Traffic Calming - Pensacola, FL	\$ 62,500.00	0	\$ 62,500.00	\$ 62,500.00	\$ 74,941.00
	Well #2 Storm Drainage - Pace, FL	\$ 74,941.00	0	\$ 74,941.00	\$ 74,941.00	
			OTHER WORK	\$ 10,714,593.00		
				(Col. 5 Subtotal)		
	PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE					
	TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU				\$ 6,418,205.00	\$ 4,296,388.00
	GRAND TOTAL				\$ 10,714,593.00	\$ 10,714,593.00

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.

**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: Chavers Construction, Inc.

By: Ryan Chavers Date: 12-6-21 _____ Authorized Signature

Title: President _____



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>Chavers Construction, Inc.</u> <u>801 Vincent Rd.</u> <u>Cantonment, FL 32533</u> 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: <u>Ryan Chavers</u> Title: <u>President</u> Telephone No.: <u>850-474-1964</u> Date (mm/dd/yyyy): <u>12-06-2021</u>	
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 full name, 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.

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

ITEM/SEGMENT NO.: _____
F.A.P. NO.: 438114-2-58-01
MANAGING DISTRICT: 3
PARCEL NO.: _____
COUNTY OF: Santa Rosa
BID LETTING OF: 12-6-21

I, Ryan Chavers, hereby declare that I am
(NAME)
President of Chavers Construction, Inc.
(TITLE) (FIRM)
of Cantonment, FL
(CITY AND STATE)

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

I further declare that:

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

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

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

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

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

EXCEPTIONS:

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

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

CONTRACTOR: Chavers Construction (Seal)

BY: Ryan Chavers, President
NAME AND TITLE PRINTED

WITNESS: [Signature]

BY: [Signature]
SIGNATURE

WITNESS: [Signature]

Executed on this 6th day of December, 2021

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

REQUIRED CONTRACT PROVISIONS

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

- Appendix B of 49 CFR Part 29 –

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

Instructions for Certification

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

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

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

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

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

375-030-32
PROCUREMENT
11/15

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

Name of Consultant/Contractor: Chavers Construction, Inc.
By: Ryan Chavers
Date: 12-6-21
Title: 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.

SANTA ROSA COUNTY BUSINESS TAX RECEIPT


2021 2022

RECEIPT NUMBER 128-21-00195713

ACCOUNT NO.

62482

MACHINES	ROOMS	SEATS	EMPLOYEES	EXPIRES
BUSINESS TYPE	9007 CONTRACTOR			SEPTEMBER 30, 2022
BUSINESS ADDRESS	801 Virecent Rd Cantonment, FL 32533			
	CHAVERS CONSTRUCTION CHAVERS RYAN			
	CHAVERS CONSTRUCTION 801 Virecent Rd Cantonment, FL 32533			
				RENEWAL
				AMOUNT 11.25
				PENALTY 0.00
				TOTAL DUE 11.25
				TOTAL PAID 11.25


 STAN COLIE NICHOLS, TAX COLLECTOR
 SANTA ROSA COUNTY, FLORIDA

ORIGINAL CHECK HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT AN ANGLE TO VIEW

FOLD INFORMATION BELOW BEHIND RECEIPT OR DETACH AND KEEP FOR YOUR RECORDS.



Stan Colie Nichols, Tax Collector
 6495 Caroline Street, Suite E
 Milton, Florida 32570
 (850) 983-1800

**BEFORE POSTING YOUR BUSINESS TAX RECEIPT READ ALL INFORMATION CAREFULLY.
 IT IS THE OWNERS RESPONSIBILITY TO ENSURE COMPLIANCE.**

THIS B.T.R. IS FURNISHED PURSUANT TO FLORIDA STATUTES, SANTA ROSA COUNTY ORDINANCE AND AMENDMENTS

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county.

Pursuant to state law, all business tax receipts shall expire on September 30th of the succeeding year. Those business tax receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This business tax receipt is an occupational tax only. It does not permit the B.T.R. holder to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the B.T.R. holder from any other business tax receipts or permits that may be required by law or municipal ordinance. IT IS YOUR RESPONSIBILITY TO NOTIFY THE TAX COLLECTOR'S OFFICE IF YOUR BUSINESS HAS CLOSED.

**THIS BUSINESS TAX RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE
 REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING,
 HEALTH, AND ALL OTHER LAWFUL AUTHORITY.**

If you intend to do any business in Santa Rosa County that is regulated by the state of Florida such as construction, roofing, plumbing, electrical, demolition, etc. it is your responsibility to contact the Building Inspection Department as to the necessary licensing requirements of both Santa Rosa County and the state of Florida. You can receive a citation and/or be arrested for performing a job for which additional qualifications are required. All B.T.R. holders are held to be responsible for complying with all applicable Worker's Compensation laws. All licensees are also held responsible for understanding and complying with all "price gouging" laws and understanding the severe penalties. Other areas which you need to investigate include zoning laws, city licenses when applicable, Department of Revenue and sales tax requirements, IRS and federal I.D. numbers, the Property Appraiser and personal property tax, County Building Inspector for information on construction permits, competency testing, contractors, etc., and filing for a Fictitious Name if applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2021

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

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

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

COVERAGES

CERTIFICATE NUMBER: 1195586622

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

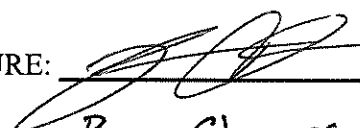
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 1-6-22 SIGNATURE: 
COMPANY: Chavers Construction NAME: Ryan Chavers
(Typed or Printed)
ADDRESS: 801 Vicecent Rd. TITLE: President
Cantonment, FL 32535 E-MAIL: Ryan@Chaversinc.com
PHONE NO.: 850-754-0245