

INVITATION FOR BID CONSTRUCTION  
NO. 24-TA005152DJ  
US-41 FROM 69TH AVE W TO CORTEZ  
ROAD, SIDEWALK, LIGHTING,  
WATERMAIN PROJECT  
PROJECT NO. 6099270, 6099271, &  
6099281  
FDOT STATE-FUNDED  
LAP AGREEMENT  
(FINANCIAL PROJECT  
ID 433592-4-58-01)  
MARCH 11, 2024

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)

**ADVERTISEMENT: MARCH 11, 2024**

**INVITATION FOR BID CONSTRUCTION NO. 24-TA005152DJ**

**US-41 FROM 69TH AVE W TO CORTEZ ROAD, SIDEWALK, LIGHTING, WATERMAIN PROJECT**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide US-41 from 69th Ave W to Cortez Road, Sidewalk, Lighting, Watermain Project, as specified in this Invitation for Bid Construction to include, but not limited to, Roadway, Sidewalks, Lighting, and Watermain.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Bids in response to this Invitation for Bid Construction (IFBC) is **May 10, 2024, at 11:00 AM ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., 7<sup>th</sup> Floor, Suite 705, Bradenton, FL 34205 prior to the Due Date and Time.

**SOLICITATION INFORMATION CONFERENCE:**

A non-mandatory Information Conference will be held at 8:00 AM on March 20, 2024, at the Manatee County Public Works Building, 1022 26<sup>th</sup> Avenue East, Bradenton, FL 34208. Attendance to non-mandatory information conferences is not required but is strongly encouraged.

**DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid Construction to the Manatee County Procurement Division is April 12, 2024. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Dave Janney, Procurement Agent III  
(941) 749-3056, Fax (941) 749-3034  
Email: [Dave.Janney@mymanatee.org](mailto:Dave.Janney@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: \_\_\_\_\_

## **Table of Contents**

### **Section A, Information to Bidders**

### **Section B, Bid Forms to be completed and returned with Bid**

- Appendix A, Minimum Qualifications
- Appendix B, Bidder's Questionnaire
- Appendix C, Environmental Crimes Certification
- Appendix D, Florida Trench Safety Act
- Appendix E, ePayables Application
- Appendix F, Scrutinized Company Certification
- Appendix G, Hold Harmless
- Appendix H, Insurance Statement
- Appendix I, Acknowledgement of Addenda
- Appendix J, Affidavit of No Conflict
- Appendix K, Bid Signature Form
- Appendix L, Bid Pricing Form
- Appendix M, FDOT LAP Forms

### **Section C, Bid Attachments**

- Bid Attachment 1 - Insurance and Bond Requirements
- Bid Attachment 2 - Specifications
- Bid Attachment 3 – Special Provisions
- Bid Attachment 4 - Utility Relocations
- Bid Attachment 5 - Roadway Plans
- Bid Attachment 6 - Signing and Marking Plans
- Bid Attachment 7 - Signalization Plans
- Bid Attachment 8 - ITS Plans
- Bid Attachment 9 - Lighting Plans
- Bid Attachment 10 - FHWA Form 1273
- Bid Attachment 11 - Local Agency Program Agreement
- Bid Attachment 12 - Federal Provisions (Two Party Agreement)
- Bid Attachment 13 - Manatee County 2024 Wage Table

### **Section D, Example of a Construction Agreement with General Conditions of the Construction Agreement and Agreement Exhibits**

## **SECTION A, INFORMATION FOR BIDDERS**

To receive consideration, entities who submit a response to this Invitation for Bid Construction (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

### **A.01 BID DUE DATE**

The Due Date and Time for submission of Bids in response to this Invitation for Bid Construction (IFBC) is **May 10, 2024, at 11:00 AM ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, 7<sup>th</sup> Floor , Suite 705, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its Bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Bidder's request and expense.

### **A.02 SOLICITATION INFORMATION CONFERENCE AND SITE VISIT:**

A non-mandatory Information Conference will be held at 8:00 AM on March 20, 2024, at the Manatee County Public Works Building, 1022 26th Avenue East, Bradenton, FL 34208. No County escorted site visit will be conducted for this solicitation; however, it is a minimum qualification requirement that the Bidder, or it's representative(s) has made an inspection of the construction site for work specified in this IFBC.

Attendance to mandatory information conferences and/or site visits are required to meet the minimum qualification requirements of the IFBC. Attendance to non-mandatory information conferences and/or site visit is not required, but is strongly encouraged.

### **A.03 PUBLIC OPENING OF BIDS**

Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 in the presence of County officials. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names of the business entities which submitted a Bid and the total bid price submitted. No review or analysis of the Bids will be conducted at the Bid opening.

### **A.04 SUBMISSION OF BIDS**

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- One (1) electronic format copy clearly identifying Bidder.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive or compact disc (CD) in Microsoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFBC NO. 24-TA005152DJ, US-41 from 69th Ave W to Cortez Road, Sidewalk, Lighting, Watermain Project, Bidder's name, and Bidder's address. Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County Procurement Division  
1112 Manatee Avenue West, 7<sup>th</sup> Floor, Suite 705  
Bradenton, FL 34205

#### **A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this IFBC are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Bids and Proposals*. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize third-party providers to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the IFBC and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, 7<sup>th</sup> Floor, Suite 705, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

#### **A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)**

It is the responsibility of each bidder before submitting a bid, to (a) examine the IFBC documents thoroughly; (b) visit the Project Site(s) to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate bidder's observations with the IFBC documents; and (e) notify County in writing of all conflicts, errors, or discrepancies in the IFBC documents.

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and

data which pertain to the physical conditions at or contiguous to the Project Site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which bidder deems necessary to determine his bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the IFBC documents. County will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the Project Site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the Work are identified in the IFBC documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and 20 are to be provided by successful bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the IFBC documents.

Inspection of the Project Site(s) is a requirement to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the Project Plans and Specifications. Bidder shall acknowledge inspection of the Project Site(s) on his/her signed, submitted Bid Form.

#### **A.07 ADDENDA**

Any interpretations, corrections or changes to this IFBC will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on a third-party website, addenda will also be posted on the third-party's distribution system on the 'Planholders' link.

All addenda are a part of the IFBC and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Bid will not relieve the Bidder from any obligation contained therein.

#### **A.08 BID FORMS**

Bids must include the forms provided in this IFBC. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

#### **A.09 BID EXPENSES**

All costs incurred by Bidder in responding to this IFBC will be the sole responsibility of

the Bidder.

#### **A.10 QUESTION AND CLARIFICATION PERIOD**

Each Bidder shall examine all IFBC documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this IFBC, including the sample Agreement, shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org). All questions received and responses given will be provided to potential bidders via an addendum to this IFBC.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

#### **A.11 FALSE OR MISLEADING STATEMENTS**

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Bid, and the attribute, condition or capability is a requirement of this IFBC. Such Bidder will be disqualified from consideration for this IFBC and may be disqualified from submitting a response on future solicitation opportunities with the County.

#### **A.12 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply

with a court order requiring such release or disclosure. To the extent successful Bidder receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

### **A.13 LOBBYING**

After the issuance of any IFBC, prospective bidders, bidders, or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFBC with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this IFBC, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFBC and ends upon execution of the final Agreement or when the IFBC has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

### **A.14 UNBALANCED BIDDING PROHIBITED**

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified given bid requirements and industry and market conditions, the Bid will be presumed to be unbalanced. Examples of unbalanced Bids will include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the Bids of competitive Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event County determines that a Bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

### **A.15 FRONT LOADING OF BID PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event County determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. County reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

#### **A.16 WITHDRAWAL OR REVISION OF BIDS**

Bidders may withdraw Bids under the following circumstances:

- a. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Bids. A copy of the request shall be retained, and the unopened Bid returned to the Bidder; or
- b. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
  1. The mistake is clearly evident in the solicitation document; or
  2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Purchasing Official.

#### **A.17 IRREVOCABLE OFFER**

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred twenty (120) days to provide the goods or services set forth in this IFBC or until one or more of the Bids have been duly accepted by County, whichever occurs first.

#### **A.18 RESERVED RIGHTS**

County reserves the right to accept or reject any and/or all bids, to waive irregularities and minor technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFBC documents or otherwise required by County.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFBC.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

#### **A.19 APPLICABLE LAWS**

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with the Manatee County Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

#### **A.20 COLLUSION**

By submitting a bid in response to this IFBC, Bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Further, Bidder, and in the case of a joint bid each party thereto, certifies as to their own organization, that in connection with this IFBC that:

- a. All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. All prices and/or cost data quoted for this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. No attempt has been made, or will be made, by Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. The only person or persons interested in this bid is/are named in Bidder's Bid and that no person other than those identified has any interest in the Bid or in the resulting Agreement to be entered into.
- e. No person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by Bidder for purpose of doing business.

## **A.21 CODE OF ETHICS**

With respect to this and any bid, if a Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFBC, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made, and materials submitted are truthful, with no relevant facts withheld.

## **A.22 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

## **A.23 SCRUTINIZED COMPANIES**

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the

extent a certification is required, it shall be provided on the form located at Appendix F *Vendor Certification Regarding Scrutinized Companies Lists*.

**A.24 AGREEMENT**

The successful Bidder will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The County will transmit the Agreement to the successful Bidder for execution. The successful Bidder agrees to deliver the required number of duly executed copies of the Agreement, with any other required documents, to the County within ten calendar days of receipt.

**A.25 LEGAL NAME**

Bidders shall clearly indicate the full legal name, including any d/b/a, address, email address, and telephone number on the Bid Form. Bid Forms shall be signed above the typed or printed name and title of the signer. The signer must be an official of the organization and have the authority to bind the bidder to the submitted bid.

When bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by County.

When submitting a bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a bid.

**A.26 DISCOUNTS**

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFBC, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award.

**A.27 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Bidder is prohibited from delineating a separate line item in its bid for any sales or service taxes.

The successful Bidder will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.28 QUALITY**

Unless otherwise specifically provided in the IFBC documents, all goods provided shall

be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFBC documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

**A.29 AUTHORIZED PRODUCT REPRESENTATION**

Bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

**A.30 ROYALTIES AND PATENTS**

The successful Bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful Bidder shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees.

**A.31 AMERICANS WITH DISABILITIES ACT**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or bid opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.32 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFBC and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.33 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES**

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at [https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd) or by calling (850) 487-0915.

**A.34 DELIVERY**

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

### **A.35 MATHEMATICAL ERRORS**

- a. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the Bid.
- b. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
- c. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
- d. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

### **A.36 SUBCONTRACTORS**

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work each will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful Bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

### **A.37 E-Verify**

Prior to the employment of any person under this contract, the successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a bid in response to this IFBC, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder shall maintain sole responsibility for the actions of its employees

and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

### **A.38 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this IFBC become “Public Records,” and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bids shall be conducted at the public opening.

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid.

If County rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

Pursuant to Florida Statutes 119.0701, to the extent successful Bidder is performing services on behalf of the County, successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. 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 Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Bidder transfers all public records to the public agency upon completion of the contract, the successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Bidder keeps and maintains public records upon completion of the contract, the successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public

agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Phone: (941) 742-5845**

**Email: [LACY.PRITCHARD@MYMANATEE.ORG](mailto:LACY.PRITCHARD@MYMANATEE.ORG)**

**Mail: Manatee County BCC**

**Attn: Records Manager**

**1112 Manatee Ave W.**

**Bradenton, FL 34205.**

### **A.39 VENDOR REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services. To register as a supplier with the County go to [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

A link to Vendor Registration is listed on the Procurement Division's web page at <http://www.mymanatee.org/home/government/departments/financial-management/purchasing.html>. Click on "Register as a Vendor", then "Vendor Registration Form". Registration is not mandatory to submit a Bid.

### **A.40 ENVIRONMENTAL SUSTAINABILITY**

All bidders are encouraged to use as many environmentally preferable "green" products, materials, as supplies, as possible to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of Bidder's environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, are otherwise equal.

### **A.41 ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the

purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to [tina.mancini@manateeclerk.com](mailto:tina.mancini@manateeclerk.com).

#### **A.42 BASIS OF AWARD**

County will not make award to a Bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Bidder attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Bidder's statement is discovered to be false, bidder will be subject to suspension and/or debarment and the County may terminate any award it has with bidder.

Award shall be to the lowest, responsive, responsible bidder(s) meeting specifications which includes delivery time requirements, qualification requirements, and having the lowest total offer for requirements listed on the Bid Form for the Work as set forth in this IFBC. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work to the County's satisfaction, in accordance with and in the manner set forth and described in the IFBC documents and within the prescribed time.

Only one (1) completion schedule for 540 calendar days shall be submitted and considered.

In evaluating Bids, County shall consider the qualifications of the Bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more responsive, responsible bids which are equal with respect to price are received, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division and open to the public.

Bidder acknowledges that County has, or may hire, others to perform work similar to or the same as that which is within the scope of work of this IFBC. In the event that the successful Bidder cannot meet the delivery time or availability requirements of materials, the County, at its sole discretion can obtain the goods and services from other sources.

**A.43 SCOPE OF WORK**

The successful Bidder shall furnish and install all materials, equipment and labor which is reasonably inferable and necessary for the proper completion of the Work specified in this IFBC, whether specifically indicated in the IFBC or not.

The successful Bidder shall furnish all shop drawings, work drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications.

The successful Bidder shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and / or restoration required as a result of damages caused prior to acceptance by the County.

The Scope of Work consist of, but not limited to, installation of new sidewalks along both sides of US 41, replace approximately 5400 LF of 10-inch AC water main with 10-inch Ductile Iron Pipe (DIP), and Replacement of 1200 LF of 6-inch cast iron force main with 6-inch PVC C900 force main..

**A.44 COMPLETION OF WORK**

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Substantial completion shall be based on 540 calendar days.

Only one award shall be made. Incentive/disincentive clauses are not applicable to this contract.

**A.45 LIQUIDATED DAMAGES**

If the successful Bidder fails to achieve substantial completion of the Work within the contract time and as otherwise required by the Agreement (to include not only the entire Work but any portion of the Work as set forth therein), the County shall be entitled to retain or recover from the successful Bidder, as liquidated damages and not as a penalty, the sum of \$3,786.00 per calendar day, commencing upon the first day following expiration of the contract time and continuing until the actual date of substantial completion.

Such liquidated damages are hereby agreed to be a reasonable estimate of damages the County will incur because of delayed completion of the Work. The County may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the County at the demand of the County, together with interest from the date of the demand at the maximum allowable rate.

**A.46 CONTRACT CONTINGENCY WORK**

Contract contingency is a monetary allowance used solely at County's discretion to handle unexpected conditions as required to satisfactorily complete the Work in

accordance with the IFBC documents. A Field Directive must be issued by an authorized County representative to authorize use of contract contingency funds.

The percentage for contract contingency is listed on the Bid Form. Bidder shall enter the dollar amount for contract contingency based on the percentage of the total base bid. The total contract award will include contract contingency.

Appropriate uses of contract contingency include increases to existing bid item quantities that do not change the initial Scope of Work, which may be directed by County staff; modification items not originally bid which were unforeseen yet necessary during the Work to provide a safe, complete Project and that do not change the initial Scope of Work; and unanticipated conflicts and/or design changes required during construction which are necessary to provide a safe, complete Project and that do not change the initial Scope of Work.

Inappropriate uses of contract contingency include anything that changes the initial Scope of Work, including the Contract Sum and Contract Time, and adding bid items not previously contemplated that change the initial Scope of Work.

#### **A.47 LICENSES AND PERMITS**

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

#### **A.48 PROTEST**

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Purchasing Official.

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

#### **A.49 ACCESSIBILITY**

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via**

email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by phone at 941-748-4501 X3014.

Successful Bidder shall ensure all its electronic information, documents, applications, reports, and deliverables required under this Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Bidder shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Bidder shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

**A.50 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County’s website ([www.mymanatee.org](http://www.mymanatee.org) > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandatory Information Conference	March 20, 2024 8:00 AM
Question and Clarification Deadline	April 12, 2024
Bid Response Due Date and Time	May 10, 2024, 11:00 AM, ET
Projected Award	August 2024

NOTE: Any statements contained in the Scope of Work, Bid Summary, Construction Agreement, General Conditions of the Construction Agreement and/or Exhibits which vary from the information in Section A, Information for Bidders, shall have precedence over the Information for Bidders.

**END OF SECTION A**

**SECTION B, BID FORMS**

(To be completed and returned with Bid)

## **APPENDIX A, MINIMUM QUALIFICATIONS**

## APPENDIX A, MINIMUM QUALIFICATIONS

IFBC No. 24-TA005152DJ

Bidders must submit the information and documentation requested in this Attachment that confirms Bidder meets the following minimum qualification requirement(s):

1. Must have been registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The County will verify registration.**

2. Bidder, or its representative(s), has made an inspection of the construction site for work specified in this IFBC on or after the date of advertisement of this IFBC and prior to the Due Date and Time.

**Bidder must submit a statement on company letterhead and signed by an authorized official of Bidder that Bidder, or its representative(s), has made an inspection of the construction site, listing the date of the inspection and the individuals, by name, who conducted the inspection.**

3. In accordance with the IFBC, Section A, sub-section A.36; Bidder's subcontracting any portion of the work shall include a list of subcontractors along with their bid.

**Bidder shall complete Appendix B, Bidder's Questionnaire, Item No. 11 in its entirety.**

4. A Local Agency Program Agreement (Local Program Manual) with the Florida Department of Transportation requires contractors to be prequalified with the Florida Department of Transportation in order to bid for the performance of this construction contract.

A contractor must be qualified in 50 percent or more of the Department's budget estimate for the total classes of all work in the specific project. (Chapter 14-22.008). Prequalification is defined by Florida Law (Chapter 337.14 F.S.) and Rules of the State of Florida, Department of Transportation, (Chapter 14-22, F.A.C.).

Bidder must be a Florida Department of Transportation (FDOT) Prequalified Contractor in all of the following classes: (8) Electrical Work and (39) Traffic Signal.

**No documentation is required. The County will verify that the Bidder is listed in the FDOT database as a prequalified contractor.**

5. Bidder has provided all of the following components: sidewalk, pavement markings, and traffic signals work for at least three (3) projects since January 1, 2021. Project clients must be agreeable to responding to an email inquiry by the County.

**Provide the following information for the three (3) qualifying project references.**

- a) **Name of client**
- b) **Project name**
- c) **Location (City/State)**
- d) **Client contact name**
- e) **Contact phone**
- f) **Contact email**
- g) **Service dates (Start/End)**

- 6. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor Lists.

**No documentation is required. The County will verify.**

- 7. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation.**

- 8. Bidder has no reported conflict of interests in relation to this IFBC.

**If no conflicts of interests are present, Bidder must submit a fully completed copy of Appendix J.**

**If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Bidder's firm or any of its branches.**

**END OF APPENDIX A**

**APPENDIX B, BIDDER'S QUESTIONNAIRE**

IFBC No. 24-TA005152DJ

**Bidder must fully complete and return this form with its Bid. Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)**

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID**

1. Contact Information:

FEIN #: \_\_\_\_\_  
License #: \_\_\_\_\_  
License Issued to: \_\_\_\_\_  
Date License Issued (MM/DD/YR): \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_  
Email address: \_\_\_\_\_

2. Bidding as: an individual \_\_; a partnership \_\_; a corporation \_\_; a joint venture \_\_

3. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Bidder is authorized to do business in the State of Florida:  Yes  No

For how many years? \_\_\_\_\_

5. Your organization has been in business (under this firm's name) as a

\_\_\_\_\_

Is this firm in bankruptcy? \_\_\_\_\_

6. Attach a list of projects where this specific type of Work was performed.

BIDDER: \_\_\_\_\_

7. Is this firm currently contemplating or in litigation? Provide summary details.

---

---

---

8. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address and phone number) and why.

---

---

---

9. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

---

---

---

10. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

---

---

---

11. Will you subcontract any part of this Work? If so, describe which portion(s) and to whom.

---

---

---

12. If any part of work will be subcontracted, list MBE/DBE/WBE/VETERAN to be utilized. Include the estimated dollar amount of the portion of Work each will perform.

---

---

---

BIDDER: \_\_\_\_\_

13. What equipment do you own to accomplish this Work? (A listing may be attached)

---

---

14. What equipment will you purchase/rent for the Work? (Specify which)

---

---

15. If applicable to the Work for this IFBC, Drilling Supervisor Qualifications: Contractor shall provide a boring specialist who shall remain on the project site during the entirety of the directional boring operation. This includes, but is not limited to, drilling fluid preparation, seaming, boring and pulling. The boring specialist shall have a minimum of five (5) years' experience in supervising directional bores of similar nature, diameter, materials and lengths. (Reference: Specification Section 02619, Horizontal Directional Drilling).

Provide the contact information for a minimum of three (3) projects wherein the boring specialist has performed this type of work, diameter, materials and lengths.

Boring specialist's name: \_\_\_\_\_

Boring specialist's years of experience in supervising directional bores \_\_\_\_\_

Provide contact name, and contact number for projects:

---

---

---

16. If applicable to the Work for this IFBC, Pipe Fusion Qualifications: All boring and fusing equipment shall be certified for operation. The Contractor responsible for thermal butt fusing pipe and fittings shall have manufacturer certification for performing such work or a minimum of five (5) years of experience performing this type of work.

Thermal butt fusing pipe and fittings contractor or subcontractor's name: \_\_\_\_\_

Attach a copy of contractor's/subcontractor's manufacturer certification to this Questionnaire

OR

Provide contractor's/subcontractor's years of experience in thermal butt fusing pipe and fittings

\_\_\_\_\_

If manufacturer certification is not provided, include contact name, and contact number for projects that confirms five years of experience:

---

---

BIDDER: \_\_\_\_\_

17. If applicable to the Work for this IFB, Pipe Bursting Qualifications: The Contractor shall be certified by the manufacturer of the pipe bursting system that they are fully trained licensed installer of the manufacturer’s pipe bursting system. Contractor shall provide a letter to the County documenting this requirement. (Reference: Specification Section 02619A, Pipe Bursting (PB) of Existing Mains).

18. List the following regarding the surety which is providing the bond(s):

Surety’s Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name, address, phone number and email of surety's resident agent for service of process in Florida:

Agent’s Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

19. Confirm if Bidder has an environmental sustainability initiative as defined in Section A.40.

Yes       No

If yes, submit a brief summary (2-3 paragraphs) of the environmental sustainability initiative.

20. During the Performance of this Agreement, the Contractor and their subcontractor are required to agree as follows to the following provision:

a. "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."

21. Bidder understands this solicitation / agreement is under a FDOT Local Agency Program, and provisions for local / state preference are not included in this project.

BIDDER: \_\_\_\_\_

**APPENDIX C, ENVIRONMENTAL CRIMES CERTIFICATION**

IFBC No. 24-TA005152DJ

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

**Bidder must fully complete and return this form with its Bid. This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by

\_\_\_\_\_ [Print individual's name and title]

for \_\_\_\_\_ [Print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_.

I understand that no person or entity shall be awarded or receive an Owner’s Agreement for public improvements, procurement of goods or services (including professional services) or an Owner’s lease, franchise, concession or management agreement, or shall receive a grant of Owner’s monies unless such person or entity has submitted a written certification to Owner that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of Owner’s Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Continued)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH** PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

\_\_\_\_\_  
[Signature]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

Who is personally known / has produced \_\_\_\_\_ as  
identification

[Type of identification]

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**APPENDIX D, FLORIDA TRENCH SAFETY ACT**

**Bidder must fully complete and return this form with its Bid. This form must be signed in the presence of a notary public or by an officer authorized to administer oaths.**

1. This Sworn Statement is submitted with **IFBC NO. 24-TA005152DJ**
2. This Sworn Statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and, if applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.
3. Name of individual signing this Sworn Statement is: \_\_\_\_\_, Whose relationship to the above entity is: \_\_\_\_\_.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer of Record, and any of their agents or employees from any claims arising from the failure to comply with said standard.

6. The undersigned has appropriated the following costs for compliance with the applicable standards:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
a. _____	_____	_____	\$ _____	_____
b. _____	_____	_____	\$ _____	_____
c. _____	_____	_____	\$ _____	_____
d. _____	_____	_____	\$ _____	_____

7. The undersigned intends to comply with these standards by instituting the following procedures:

\_\_\_\_\_

\_\_\_\_\_

THE UNDERSIGNED, in submitting this bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.

\_\_\_\_\_  
(Authorized signature / Title)

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
**(Impress official seal)**

Notary Public, State of \_\_\_\_\_: \_\_\_\_\_

My commission expires: \_\_\_\_\_



# Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 Fax (941) 741-4082, P.O. Box 25400, Bradenton, Florida 34206 - [www.manateeclerk.com](http://www.manateeclerk.com)

**Bidder must fully complete and return this form with its Bid.**

## APPENDIX E: ePAYABLES APPLICATION

Company name \_\_\_\_\_

Contact person \_\_\_\_\_

Phone number \_\_\_\_\_

Email Address \_\_\_\_\_

### FINANCE USE ONLY

.....

Open orders: YES or NO

PEID \_\_\_\_\_

CREATE DATE \_\_\_\_\_

CONFIRMED \_\_\_\_\_ WITH \_\_\_\_\_

Name and phone number

IFAS \_\_\_\_\_

BANK \_\_\_\_\_

INITIALS \_\_\_\_\_

Return completed form Via email to:

[tina.mancini@manateeclerk.com](mailto:tina.mancini@manateeclerk.com)

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: September 30, 2015

“Pride in Service with a Vision to the Future”

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder

**APPENDIX F, SCRUTINIZED COMPANY CERTIFICATION**  
IFBC No. 24-TA005152DJ

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**Bidder must fully complete and return this form with its Bid.**

Company \_\_\_\_\_ FID \_\_\_\_\_ or EIN \_\_\_\_\_ No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_ certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

**APPENDIX G, MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA INDEMNITY AND HOLD HARMLESS**

IFBC No. 24-TA005152DJ

**Bidder must fully complete and return this form with its Bid.**

Bidder shall defend, indemnify and hold harmless the County and all of the County’s officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Bidder of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

To the extent provided by law, Bidder shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department’s officers, agents and employees, against any actions, claims, and damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Bidder, or any of it’s officers, agents, or employees, acting within the scope of their office or employment, in connection with this rights granted to or exercised by Bidder.

The foregoing indemnification shall not constitute a waiver of the Department’s or County’s sovereign immunity beyond the limits set forth in the Florida Statutes, Section 768.28. Nor shall the same be construed to constitutes agreement, by Bidder to indemnify the County for the negligent acts or omissions of County, its officers, agents, or employees, or their parties. Nor shall the same be construed to constitutes agreement by Bidder to indemnify the Department for the negligent acts or omissions of the Department, it’s officers, agents, or employees, or their parties. This indemnification shall survive the termination of this agreement.

Nothing herein shall be construed to extend the County’s liability beyond that provided in section 768.28, Florida Statutes.

<b>PROJECT NUMBER AND/OR NAME</b>	
<b>INSURANCE AGENT</b>	
<b>RESPONDENT SIGNATURE</b>	<b>DATE</b>

Acknowledgement:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ by \_\_\_\_\_ [FULL LEGAL NAME], who is

personally known to me / has produced \_\_\_\_\_ as identification.

Notary Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**APPENDIX H, INSURANCE STATEMENT**

IFBC No. 24-TA005152DJ

**Bidder must fully complete and return this form with its Bid.**

THE UNDERSIGNED has read and understands the insurance requirements of this IFBC applicable to any contract resulting from this solicitation and shall provide the insurances required by this Appendix within ten (10) days from the date of Notice of Intent to Award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed  
Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

**APPENDIX I, ACKNOWLEDGMENT OF ADDENDA**

IFBC No. 24-TA005152DJ

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Bidder’s information below:

_____	_____
Name of Bidder	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	
Email Address	
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Official    Date

**APPENDIX J, AFFIDAVIT OF NO CONFLICT**

IFBC No. 24-TA005152DJ

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared, \_\_\_\_\_, a principal with full authority to bind \_\_\_\_\_ (hereinafter the "Affiant"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Affiant to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into an Agreement for US-41 from 69th Ave W to Cortez Road, Sidewalk, Lighting, Watermain Project.

If applicable, on a separate page Bidder shall disclose the name of any officer, director or agent of Bidder who is also an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interest are present, submit a statement to that affect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SUBSCRIBED to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Notary Seal]

Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name

Personally known OR produced identification. Type of identification produced \_\_\_\_\_  
\_\_\_\_\_.

**APPENDIX K, BID SIGNATURE FORM**

IFBC No. 24-TA005152DJ, US-41 from 69th Ave W to Cortez Road, Sidewalk, Lighting, Watermain Project

Total Bid Price: \$ \_\_\_\_\_ Complete. Base on a completion time of 540 calendar days.

We, the undersigned, hereby declare that we have carefully reviewed the IFBC Documents in their entirety and with full knowledge and understanding of the Bid information and all its requirements, submit this Bid, which is complete in meeting each specification, term, and condition contained therein.

As Bidder, we understand that the IFBC documents, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between County and the successful Bidder. Failure by successful Bidder to comply with such specifications, terms and conditions shall result in Agreement default, whereupon, the defaulting successful Bidder shall be required to pay for all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit its bid bond.

**Authorized Signature(s):** \_\_\_\_\_

**Name and Title of Above  
Signer(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX L BID PRICING FORM**  
**24-TA005152DJ SR 45 (US 41) FROM 69th AVE (BAY DR) TO CORTEZ RD**  
**PROJECT #'s 6099270, 6099271, 6099281**  
**FPID 433592-4-58-01**

**Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.**

**\*To be considered responsive, it is the sole responsibility of the bidder to correctly calculate and manually enter all sub-total, contingency and total bid price fields.**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE 540 CALENDAR DAYS	EXTENDED PRICE 540 CALENDAR DAYS
<b>200 - ROADWAY</b>					
0101 1	MOBILIZATION	1	LS		
0102 1	MAINTENANCE OF TRAFFIC	1	DA		
0102 14	TRAFFIC CONTROL OFFICER	140	HR		
0102 60	WORK ZONE SIGN	27200	ED		
0102 71 13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	300	LF		
0102 71 16	TEMPORARY BARRIER, F&I, FREE STANDING	225	LF		
0102 71 26	TEMPORARY BARRIER, RELOCATE, FREE STANDING	161	LF		
0102 74 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	14200	ED		
0102 74 8	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	52290	FD		
0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	400	ED		
0102 89 1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	4	LO		
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	428	ED		
0102104	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	1200	ED		
0102107 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	1200	ED		
0102115	TYPE III BARRICADE	400	ED		
0104 10 3	SEDIMENT BARRIER	3514	LF		
0104 11	FLOATING TURBIDITY BARRIER	68	LF		
0104 18	INLET PROTECTION SYSTEM	63	EA		
0107 1	LITTER REMOVAL	35.17	AC		
0107 2	MOWING	9.95	AC		
0110 1 1	CLEARING & GRUBBING	2.35	AC		
0110 4 10	REMOVAL OF EXISTING CONCRETE	5645	SY		
0120 1	REGULAR EXCAVATION	894.10	CY		
0120 6	EMBANKMENT	424.90	CY		
0160 4	TYPE B STABILIZATION	96	SY		
0285709	OPTIONAL BASE, BASE GROUP 09	93	SY		
0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	3485	SY		
0334 1 15	SUPERPAVE ASPHALTIC CONC, TRAFFIC E	28.80	TN		
0337 7 88	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC E, FC-12.5, PG 76-22	280.10	TN		
0339 1	MISCELLANEOUS ASPHALT PAVEMENT	11.10	TN		
0400 0 11	CONCRETE CLASS NS, GRAVITY WALL	6.90	CY		
0400 4 11	CONC CLASS IV, RETAINING WALLS	0.20	CY		
0415 1 3	REINFORCING STEEL- RETAINING WALL	10	LB		
0425 1351	INLETS, CURB, TYPE P-5, <10'	3	EA		
0425 1355	INLETS, CURB, TYPE P-5, PARTIAL	1	EA		
0425 1451	INLETS, CURB, TYPE J-5, <10'	2	EA		
0425 2 43	MANHOLES, P-7, PARTIAL	1	EA		
0425 2 61	MANHOLES, P-8, <10'	1	EA		
0425 3 43	JUNCTION BOX, DRAINAGE, P-7, PARTIAL	3	EA		
0430174115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"SD	22	LF		
0430174118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	9	LF		

**APPENDIX L BID PRICING FORM**  
**24-TA005152DJ SR 45 (US 41) FROM 69th AVE (BAY DR) TO CORTEZ RD**  
**PROJECT #'s 6099270, 6099271, 6099281**  
**FPID 433592-4-58-01**

**Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.**

**\*To be considered responsive, it is the sole responsibility of the bidder to correctly calculate and manually enter all sub-total, contingency and total bid price fields.**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE 540 CALENDAR DAYS	EXTENDED PRICE 540 CALENDAR DAYS
0430175254	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 54"S/CD	19	LF		
0436 1 1	TRENCH DRAIN, STANDARD	21	LF		
0515 1 1	PIPE HANDRAIL - GUIDERAIL, STEEL	21	LF		
0515 2211	PEDESTRIAN / BICYCLE RAILING, STEEL, 42" TYPE 1	40	LF		
0515 4 1	BULLET RAIL, SINGLE RAIL	63	LF		
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	156	LF		
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	8259	LF		
0520 2 4	CONCRETE CURB, TYPE D	1689	LF		
0521 8 3	CONCRETE TRAFFIC RAILING BARRIER, WITH JUNCTION SLAB, 32" VERTICAL FACE	63	LF		
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	5115	SY		
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	4612	SY		
0527 2	DETECTABLE WARNINGS	588	SF		
0536 1 1	GUARDRAIL -ROADWAY, GENERAL TL-3	153	LF		
0536 73	GUARDRAIL REMOVAL	256	LF		
0536 8112	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, FURNISH AND INSTALL, NEW BRIDGE OR CONCRETE BARRIER, APPROACH TL-3	1	EA		
0536 8113	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, FURNISH AND INSTALL, NEW BRIDGE OR CONCRETE BARRIER, TRAILING	1	EA		
0536 85 20	GUARDRAIL END TREATMENT-TRAILING ANCHORAGE	3	EA		
0536 85 24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	1	EA		
0570 1 2	PERFORMANCE TURF, SOD	4761	SY		
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	10	LF		
0635 2 30	PULL & SPLICE BOX, INSTALL	1	EA		
0695 7131	TRAFFIC MONITORING SITE CABINET, FURNISH & INSTALL, TYPE 3, BASE MOUNT	1	EA		
0695 7600	TRAFFIC MONITORING SITE CABINET, REMOVE EXISTING CABINET	1	EA		
<b>200 - SUBTOTAL FOR ROADWAY</b>					

**APPENDIX L BID PRICING FORM**  
**24-TA005152DJ SR 45 (US 41) FROM 69th AVE (BAY DR) TO CORTEZ RD**  
**PROJECT #'s 6099270, 6099271, 6099281**  
**FPID 433592-4-58-01**

**Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.**

**\*To be considered responsive, it is the sole responsibility of the bidder to correctly calculate and manually enter all sub-total, contingency and total bid price fields.**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE 540 CALENDAR DAYS	EXTENDED PRICE 540 CALENDAR DAYS
<b>300 - SIGNING AND PAVEMENT MARKINGS</b>					
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	32	AS		
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	2	AS		
0700 1 50	SINGLE POST SIGN, RELOCATE	8	AS		
0700 1 60	SINGLE POST SIGN, REMOVE	33	AS		
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	185	EA		
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS		
0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.013	GM		
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1913	LF		
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	345	LF		
0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	1419	LF		
0711 15101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	0.051	GM		
0711 15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	0.019	GM		
0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	115	SF		
<b>300 - SUBTOTAL FOR SIGNING AND PAVEMENT MARKINGS</b>					
<b>400 - LIGHTING</b>					
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	6121	LF		
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	3542	LF		
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	118	EA		
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	2	AS		
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	33	LF		
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	19	EA		
0641 2 11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	2	EA		
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	24675	LF		
0715 1 13	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	27272	LF		
0715 1 60	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	1011	LF		
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	2	EA		
0715 11213	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, POLE TOP	2	EA		
0715 61 400	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 45' MOUNTING HEIGHT, 0' ARM LENGTH	11	EA		

**APPENDIX L BID PRICING FORM**  
**24-TA005152DJ SR 45 (US 41) FROM 69th AVE (BAY DR) TO CORTEZ RD**  
**PROJECT #'s 6099270, 6099271, 6099281**  
**FPID 433592-4-58-01**

**Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.**

**\*To be considered responsive, it is the sole responsibility of the bidder to correctly calculate and manually enter all sub-total, contingency and total bid price fields.**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE 540 CALENDAR DAYS	EXTENDED PRICE 540 CALENDAR DAYS
0715 62 152	LIGHT POLE COMPLETE, F&I, STANDARD POLE SPECIAL FOUNDATION, 30' MOUNTING HEIGHT, 15' ARM LENGTH	1	EA		
0715 62 400	LIGHT POLE COMPLETE, F&I, STANDARD POLE SPECIAL FOUNDATION, 45' MOUNTING HEIGHT, 0' ARM LENGTH	49	EA		
0715 66 166	LIGHT POLE COMPLETE, F&I, UTILITY CONFLICT POLE SPECIAL FOUNDATION, 30' MOUNTING HEIGHT, 16' ARM LENGTH	6	EA		
0715 69 000	LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION	2	EA		
0715500 1	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	67	EA		
<b>400 - SUBTOTAL FOR LIGHTING</b>					
<b>500 - SIGNALIZATION</b>					
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	305	LF		
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1200	LF		
0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	3	PI		
0632 7 6	SIGNAL CABLE, REMOVE- INTERSECTION	3	PI		
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	59	EA		
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	3	EA		
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	459	EA		
0641 2 11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	3	EA		
0641 2 70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	6	EA		
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	22	EA		
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE	9	EA		
0649 21 13	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 60'-50'	4	EA		
0649 21 14	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 60'-60'	2	EA		
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	36	EA		
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	6	AS		
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	22	AS		
0660 3 11	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL CABINET EQUIPMENT	3	EA		
0660 3 12	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	12	EA		
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	22	EA		
0670 5110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	3	AS		
0670 5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	3	AS		
0676 1500	TRAFFIC SIGNAL CONTROLLER CABINET, ADJUST/MODIFY	1	AS		

**APPENDIX L BID PRICING FORM**  
**24-TA005152DJ SR 45 (US 41) FROM 69th AVE (BAY DR) TO CORTEZ RD**  
**PROJECT #'s 6099270, 6099271, 6099281**  
**FPID 433592-4-58-01**

**Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.**

**\*To be considered responsive, it is the sole responsibility of the bidder to correctly calculate and manually enter all sub-total, contingency and total bid price fields.**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE 540 CALENDAR DAYS	EXTENDED PRICE 540 CALENDAR DAYS
0685 1 11	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE	3	EA		
0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	12	EA		
<b>500 - SUBTOTAL FOR SIGNALIZATION</b>					
<b>550 - INTELLIGENT TRANSPORTATION SYSTEMS</b>					
0611 1 1	ITSFM SUBSURFACE DOCUMENTATION- PROJECT LENGTH	2.913	MI		
0611 2 1	ITSFM LOCATION DOCUMENTATION- INTERSECTION	4	EA		
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	59	LF		
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	309	LF		
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	25	LF		
0633 1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	503	LF		
0633 2 31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	12	EA		
0633 2 32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	36	EA		
0633 3 14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	3	EA		
0633 3 16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	3	EA		
0633 3 51	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE ENCLOSURE	3	EA		
0633 6	FIBER OPTIC CABLE LOCATOR	200	DA		
0633 8 1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	511	LF		
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	8	EA		
0646 2115	ALUMINUM POLE- INDEX 17900/695-001, FURNISH & INSTALL, 15'	1	EA		
0660 3 11	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL CABINET EQUIPMENT	1	EA		
0660 3 12	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	1	EA		
0660 6121	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH, FURNISH & INSTALL, CABINET EQUIPMENT	1	EA		
0660 6122	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	1	EA		
0676 3 10	SMALL EQUIPMENT ENCLOSURE, FURNISH AND INSTALL, LESS THAN 10"W X 13"H X 11" D	1	EA		
0682 1113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	1	EA		
0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	3	EA		
0684 2 1	DEVICE SERVER, FURNISH & INSTALL	1	EA		
<b>550 - SUBTOTAL FOR INTELLIGENT TRANSPORTATION SYSTEMS</b>					
<b>700 - UTILITIES - GENERAL</b>					
1720	Record Drawings	1	LS		
1721	Preconstruction Video	1	LS		
<b>UTILITIES - SUBTOTAL FOR GENERAL</b>					

**APPENDIX L BID PRICING FORM**  
**24-TA005152DJ SR 45 (US 41) FROM 69th AVE (BAY DR) TO CORTEZ RD**  
**PROJECT #'s 6099270, 6099271, 6099281**  
**FPID 433592-4-58-01**

Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.

\*To be considered responsive, it is the sole responsibility of the bidder to correctly calculate and manually enter all sub-total, contingency and total bid price fields.

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE 540 CALENDAR DAYS	EXTENDED PRICE 540 CALENDAR DAYS
<b>700 - UTILITIES - WATER (SOUTH - CIP 6099270)</b>					
1050 31 206	Utility Pipe – Polyvinyl Chloride, F&I, Water/Sewer, 6”	253	LF		
1050 61 112	Utility Pipe - Steel, F&I, Casing, 12" (Split)	96	LF		
1050 61 112	Utility Pipe - Steel, F&I, Casing, 12"	132	LF		
1050 16 003	Utility Pipe - Remove and Dispose, 5"-7.9"	253	LF		
1050 15 001	Utility Pipe - Adjust/Modify, 0"-1.9"	30	LF		
1080 23	Utility Fixture - Tapping Saddle/Sleeve - Remove	3	EA		
1080 23 100	1" (verify size or add note to plans)	3	EA		
1080 24 500	Utility Fixture, Valve Assembly, Adjust/Modify	6	EA		
522 1	Concrete Sidewalk or Driveway, 4" Thick	185	SY		
522 2	Concrete Sidewalk or Driveway, 6" Thick	4	SY		
570 1 2	Performance Turf, Sod	950	SY		
<b>UTILITIES - SUBTOTAL FOR WATER (SOUTH - CIP 6099270)</b>					
<b>700 - UTILITIES - WATER (NORTH - CIP 6099271)</b>					
1050 31 210	Utility Pipe – Polyvinyl Chloride, F&I, Water/Sewer, 10”	103	LF		
1050 51 208	Utility Pipe – Ductile Iron/Cast Iron, F&I, Water/Sewer, 8”	40	LF		
1050 61 120	Utility Pipe - Steel, F&I, Casing, 20" (Split)	48	LF		
1050 61 120	Utility Pipe - Steel, F&I, Casing, 20"	12	LF		
1055 51 110	Utility Fitting, Ductile Iron/Cast Iron, F&I, Elbow, 10”	8	EA		
1055 51 310	Utility Fitting, Ductile Iron/Cast Iron, F&I, Reducer, 10”	2	EA		
1055 51 108	Utility Fitting, Ductile Iron/Cast Iron, F&I, Elbow, 8”	4	EA		
1050 16 003	Utility Pipe - Remove and Dispose, 5"-7.9"	55	LF		
1050 16 004	Utility Pipe - Remove and Dispose, 8"-19.9"	102	LF		
1080 24 110	Utility Fixture, Valve Assembly, Furnish & Install, 10”	2	EA		
1080 24 500	Utility Fixture, Valve Assembly, Adjust/Modify	12	EA		
570 1 2	Performance Turf, Sod	191	SY		
<b>UTILITIES - SUBTOTAL FOR WATER (NORTH - CIP 6099271)</b>					
<b>700 - UTILITIES - WASTEWATER (CIP 609981)</b>					
1050 61 112	Utility Pipe - Steel, F&I, Casing, 12" (Split)	48	LF		
1050 16 002	Utility Pipe - Remove and Dispose, 2"-4.9"	12	LF		
1060 15	Utility Structure, Below Ground, Adjust/Modify	9	EA		
570 12	Performance Turf, Sod	101	SY		
<b>UTILITIES - SUBTOTAL FOR WASTEWATER (CIP 6099271)</b>					
<b>SUBTOTAL ALL SECTIONS ROADWAY, SIGNING AND PAVEMENT MARKINGS, LIGHTING, SIGNALIZATION, ITS, UTILITIES - GENERAL, UTILITIES - WATER (SOUTH), UTILITIES - WATER (NORTH), WASTERWATER</b>					
<b>CONTRACT CONTINGENCY WORK (USED ONLY WITH COUNTY APPROVAL)</b>		10%	LS		
<b>GRAND TOTAL</b>					

BIDDER NAME \_\_\_\_\_

BIDDER SIGNATURE \_\_\_\_\_

Bidders must provide prices for each available line item on each tab for their bid to be considered responsive.

\*To be considered responsive, it is the sole responsibility of the bidder to correctly calculate and manually enter all sub-total, contingency and total bid price fields.

**APPENDIX M, FDOT LAP FORMS (To be completed and returned with Bid)**

- 1. Financial Capacity – Form No. 525-010-46**
- 2. Certification – Form No. 375-030-33**
- 3. Lobbying Disclosure – Form No. 375-030-034**
- 4. Non-Collusion Certification – Form No. 575-060-13**
- 5. DBE Bid Package Information – Form No. 275-030-11**
- 6. DBE Affirmative Action Plan – Form No. 275-030-11B**
- 7. Certification Regarding Debarment, Suspension – Form No. 375-030-32**

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 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> 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.

Sworn to and subscribed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
NAME OF FIRM

By: \_\_\_\_\_

\_\_\_\_\_  
Title

**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"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, <i>if known</i> : _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> 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): _____	
<b>Federal Use Only:</b>	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.

### **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.

\_\_\_\_\_ hereafter referred to as “the Company” or “this Company” has adopted this policy and plan.

Date: \_\_\_\_\_ By: \_\_\_\_\_ Signature  
Corporate FEID No.: \_\_\_\_\_ Printed name & title

## DISADVANTAGED BUSINESS ENTERPRISE (‘DBE’) AFFIRMATIVE ACTION PLAN

### POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

### I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

#### DBE LIAISON OFFICER:

NAME:  
TITLE:  
EMAIL:  
ADDRESS:

## II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

## III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

## IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

## V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

**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.

**SECTION C, BID ATTACHMENTS**

## **BID ATTACHMENT 1, INSURANCE AND BOND REQUIREMENTS**

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

### **Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$2,000,000 Combined Single Limit; OR
- \$1,000,000 Bodily Injury and \$1,000,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$1,000,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

*This policy shall contain severability of interests' provisions.*

### **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$100,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests' provisions.*

### **Employer's Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

- Worker’s Compensation Insurance**
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers’ compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should ‘leased employees’ be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers’ Compensation coverage and Employer’s Liability coverage for all personnel on the worksite and in compliance with the above Workers’ Compensation requirements. NOTE: Workers’ Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

**Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a ‘smooth’ limit.
- \$ General Aggregate.

**Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

**Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

**Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

**Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

**Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

**Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the

State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

***Pollution Liability***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Asbestos Liability (If handling within scope of Contract)***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Disposal***

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

**Hazardous Waste Transportation Insurance**

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

**Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

**Garage Keeper’s Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

**Bailee’s Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR’S care, custody and control.

**Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

**Other [Specify]**

## **BOND REQUIREMENTS**

### **Bid Bond**

A Bid Bond in the amount of 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

### **Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

**[Remainder of Page Intentionally Left Blank]**

## **INSURANCE REQUIREMENTS**

### **I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **1. Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the successful Bidder, his agents, representatives, and employees; products and completed operations of the successful Bidder; or automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the successful Bidder shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **2. Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the successful Bidder for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, successful Bidder will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

3. The project's solicitation number and title shall be listed on each certificate.
4. successful Bidder shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. successful Bidder agrees that should at any time successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
6. The successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
8. It is the successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.

- III.** Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the successful Bidder and shall become a part of the contract.
- V.** Successful Bidder understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

## **BID ATTACHMENT 2, SPECIFICATIONS**

February 29, 2024  
PREPARED BY: Julio C. Delgado, P.E.  
Clayton Fillyaw, P.E.  
Brian Brantley, P.E.



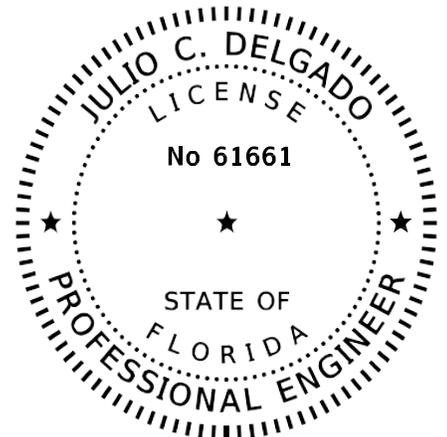
SPECIFICATIONS PACKAGE  
Contract Number: 24-TA005152DJ  
FINANCIAL PROJECT ID(S).433592-4-58-01  
FEDERAL FUNDS  
DISTRICT ONE  
MANATEE COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the FY 2023-24 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 Julio C. Delgado, P.E. 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: February 29, 2024  
State of Florida,  
Professional Engineer, License No.: 61661  
Firm/Agency Name: Scalar Consulting Group Inc.  
Firm/Agency Address: 5713 Corporate Way, Suite 200  
City, State, Zip Code: West Palm Beach, FL 33407  
Page(s): 1-106



LAP DIVISION 1 SPECIFICATIONS (Class A, B, C).....	3
SECTION 1 – DEFINITIONS AND TERMS.....	4
SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS .....	5
SECTION 4 – SCOPE OF THE WORK. ....	5
SECTION 5 – CONTROL OF THE WORK (FINAL ACCEPTANCE AND CLAIMS). ....	15
SECTION 6 – CONTROL OF MATERIALS.....	22
SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC. ....	27
SECTION 8 – PROSECUTION OF WORK.....	37
SECTION 9 – MEASUREMENT AND PAYMENT. ....	41
EXCAVATION AND EMBANKMENT (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).....	45
EXCAVATION FOR STRUCTURES (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). ....	59
STABILIZING (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).....	65
STABILIZED SUBBASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).....	69
SECTION 180 STABILIZED SUBBASE .....	69
LIMEROCK BASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).....	73
GRADED AGREGATE BASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).....	75
SUPERPAVE HOT MIX ASPHALT (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).....	78
ASPHALT CONCRETE FRICTION COURSES (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). ....	95
SCOPE OF WORK – INTENT OF CONTRACT.....	103
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (BALD EAGLE).....	103
MAINTENANCE OF TRAFFIC.....	104
CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS. ....	105
<b>THIS COMPLETES THIS SPECIFICATIONS PACKAGE .....</b>	<b>106</b>

**LAP DIVISION 1 SPECIFICATIONS (CLASS A, B, C).**

(REV 10-10-23) (FY 2023-24)

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 (525-010-44)*

## **SECTION 1 – DEFINITIONS AND TERMS.**

**Department Name Manatee County**

### **Engineer.**

The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his or her subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer for this project is Jim Shuler, PE of Manatee 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."

### **Contractor's Engineer of Record.**

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

### **Specialty Engineer.**

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the Plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and

details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”.

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

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

## **SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1 Prequalification of Bidders.**

Except as noted below, prequalify with the Department to be eligible to bid. The Department publishes regulations covering prequalification of Bidders under separate cover.

The Department does not require the Bidder to be a prequalified Contractor if bidding construction contracts of \$250,000 or less, or if constructing buildings. In addition, at its sole discretion, the Department may waive prequalification requirements on contracts of \$500,000 or less.

For construction contracts requiring prequalification, file an application for qualification using the Department’s online prequalification application system, giving detailed information with respect to financial resources, equipment, past record, personnel, and experience. For qualified applicants, the Department will issue a certificate fixing the types of work and the aggregate amount of work that the Department allows the prequalified Bidder to have under contract at any one time.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All prequalified Contractors bidding on any Contract must certify their total dollar amount of Work Underway and submit Form 375-020-39 or a spreadsheet in a similar format prior to submitting a bid. This information must be submitted at least once during the month the bid is due via the “Work Underway” link in the Contractor Pre-Qualification System.

## **SECTION 4 – SCOPE OF THE WORK.**

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

**4-3.1 General:** The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or

not, and such alterations in the details of construction, whether a substantial change or not, including but not 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 is defined as an increase 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 =  $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$ .
- b. Allowable Hourly Operating Cost =  $\text{Hourly Operating Cost} \times 100\%$ .
- c. Allowable Rate Per Hour =  $\text{Allowable Hourly Equipment Rate} + \text{Allowable Hourly Operating Cost}$ .
- d. Standby Rate =  $\text{Allowable Hourly Equipment Rate} \times 50\%$ .

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, 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.

**SECTION 5 – CONTROL OF THE WORK (FINAL ACCEPTANCE AND CLAIMS).**

**5-11 Final Acceptance.**

When, upon completion of the final construction inspection of the entire project, the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will give the Contractor written notice of final acceptance.

## **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 in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

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

**5-12.2.2 Claims For Delay:** Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

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 per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

**5-12.5 Pre-Settlement and Pre-Judgment Interest:** Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street

Journal as the base rate on corporate loans posted by at least 75% of the Nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

**5-12.6 Compensation for Extra Work or Delay:**

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

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer 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.

## **SECTION 6 – CONTROL OF MATERIALS.**

### **6-1 Acceptance Criteria.**

**6-1.1 General:** Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.

**6-1.2 Sampling and Testing:** Use the Department’s current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

**6-1.2.1 Pretest by Manufacturers:** Submit certified manufacturer’s test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department may require that manufacturers submit samples of materials for independent verification purposes.

**6-1.2.2 Point of Production Test:** Test the material during production as specified in the Contract Documents.

**6-1.2.3 Point of Distribution Test:** Test the material at Distribution facilities as specified in the Contract Documents.

**6-1.2.4 Point of Use Test:** Test the material immediately following placement as specified in the Specifications. After delivery to the project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by manufacturer certification. The Department may reject all materials that, when retested, do not meet the requirements of these Specifications.

### **6-1.3 Certification:**

**6-1.3.1 Manufacturer Material Certification:** Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department’s website at the following URL: <https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm>. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer’s letterhead and is signed by a legally responsible person employed by the manufacturer.

**6-1.3.1.1 Approved Product List:** This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the

Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

Manufacturers seeking to have a product evaluated for the APL must submit an application, available on the Department's website at the following URL: <https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

Applications must include the following documentation:

1. Supporting documentation as required by the Specifications, Standard Plans, and APL approval process. A sample may be requested to verify the product, in accordance with the specifications.

2. A photograph displaying the product as shipped with packaging.

3. A list displaying all components within the shipped packaging, if applicable.

4. Installation instructions and materials, if applicable.

5. Product packaging or product labels as required by the Specifications.

6. Construction material percentages and country source of materials.

7. Last two manufacturing steps and country of manufacture.

8. Manufacturer name and material designation (product name, product model/part number/style number, etc.) must be as identified on the product, product packaging, and product labels.

9. Applications must be signed by a legally responsible person employed by the manufacturer of the product.

Required test reports must be conducted by an independent laboratory or other independent testing facility. Required drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of Florida.

Products that have successfully completed the Department's evaluation process are eligible for inclusion on the APL. Manufacturers are required to submit requests to the Department for approval of any modifications or alterations made to a product listed on the APL. This includes, but is not limited to, design, raw material, or manufacturing process modifications. Modification or alteration requests must be submitted along with supporting documentation that the product continues to meet Section 6, the Specification, or Standard Plans requirements. A product sample and additional product testing and documentation may be required for the modification evaluation. Any marked variations from original test values, failure to notify the Department of any modifications or alterations, or any evidence of inadequate performance of a product may result in removal of the product from the APL.

Manufacturers must submit supporting documentation to the Department for a periodic review and re-approval of their APL products on or before the product's original approval anniversary. APL products that are not re-approved may be removed from the APL. Documentation requirements for the product review and re-approval, including schedule and criteria, are available on the Department's website at the following URL:

<https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

**6-1.3.2 Contractor Installation Certification:** Submit installation certifications as required by the Contract Documents.

## **6-2 Applicable Documented Authorities Other Than Specifications.**

**6-2.1 General:** Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

**6-2.2 Test Methods:** Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If an FM does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addenda thereto, at the time of bid opening.

**6-2.3 Construction Aggregates:** Aggregates used on Department projects must be in accordance with Rule 14-103, FAC.

## **6-3 Storage of Materials and Samples.**

**6-3.1 Method of Storage:** Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

**6-3.2 Use of Right-of-Way for Storage:** If the Engineer allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.

**6-3.3 Responsibility for Stored Materials:** Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

**6-3.4 Storage Facilities for Samples:** Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

## **6-4 Defective Materials.**

Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the Department.

Do not use material that has been rejected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions of this Article, the Engineer has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

**6-4.1 Engineering Analysis:** As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit to the Engineer a

proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.
2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.
3. Proposed approach of investigation and analysis.
4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.
5. Proposed testing laboratories, qualified in accordance with Section 105-7.

Upon approval of the Engineering Analysis Scope by the Engineer, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Engineer. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.
2. Any investigations performed and the associated results obtained.
3. Analysis and conclusion.
4. Proposed disposition of the material, addressing the performance and durability of the proposed action.

Provide as appropriate:

1. Written evidence of a previously approved comparable deficiency and its repair.
2. Documented research demonstrating the effectiveness of the proposed repair.
3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Engineer's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. Allow for a 45 calendar day review period for all EARs associated with a category 2 bridge; tolling components identified in the current FDOT General Tolling Requirements (GTR) Part 3; and the tolling-related signing, DMS and ITS infrastructure. Allow for a 25 calendar day review period for all other items. The Engineer will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

## **6-5 Products and Source of Supply.**

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

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

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

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

**6-5.2 Source of Supply:** Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL:

<https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

**6-5.2.1 Steel and Iron:** 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.

**6-5.2.2 Manufactured Products:** Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

**6-5.2.3 Construction Materials:** Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

**6-5.2.4 Exemptions to Build America, Buy America:** Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from

BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

**6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials:** Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

## **SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC.**

**7-1.1 Compliance with FHWA 1273:** The FHWA-1273 Electronic version, dated October 23, 2023 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/fhwa\\_1273\\_revised-10-23-23.pdf?sfvrsn=d7604d20\\_1](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa_1273_revised-10-23-23.pdf?sfvrsn=d7604d20_1)

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.

**7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds:** Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Engineer’s permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 5B-64 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

**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?sfvr sn=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.

#### **7-1.7 Insecticides, Herbicides and Fertilizers:**

**7-1.7.1 Insecticides and Herbicides:** Use products found on the following website, <http://state.ceris.purdue.edu/>, approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonyleurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

**7-1.7.2 Fertilizer:** Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, provide a copy of current certificates to the Engineer.

**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.

## **7-7 Control of the Contractor's Equipment.**

**7-7.2 Overloaded Equipment:** Do not operate on any road, street or bridge including a Department owned temporary bridge, any hauling unit or equipment loaded in excess of:

1. the maximum weights specified in the Florida Highway Patrol, Commercial Motor Vehicle Manual (Trucking Manual), or
2. lower weight limits legally established and posted for any section of road or bridge by the Department or local authorities.

The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit.

This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

**7-7.5 Contractor's Equipment on Bridge Structures:** The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, including Department owned temporary bridges, within the limits of a construction contract, resulting from the following operations:

1. Overloaded Equipment as defined in 7-7.2:
  - a. Operating on or crossing over completed bridge structures.
  - b. Operating on or crossing over partially completed bridge structures.
2. Equipment within legal load limits:
  - a. Operating on or crossing over partially completed bridge structures.

3. Construction cranes:
  - a. Operating on completed bridge structures.
  - b. Operating on partially completed bridge structures.
4. Asphalt Milling Equipment:
  - a. In excess of 90,000 lbs crossing bridge structures.
  - b. Less than 90,000 lbs crossing bridge structures listed on the overweight

routing map CRN-2 located on the Office of Maintenance Over-Weight Dimension Permits website at <https://www.fdot.gov/maintenance/owod-permit-documents#BlanketAttachments>.

Any pipe culvert(s) or box culvert(s) qualifying as a bridge under 1-3 is excluded from the requirements above.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The Contractor's Engineer of Record shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.

Submit to the Department for approval the design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Contractor's Engineer of Record shall sign and seal the drawings and the cover sheet of the calculations for the Department's Record Set.

**7-13.2 Commercial General Liability Insurance:** Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and Advance Self Storage, LLC DBA Swift Self Storage as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insureds. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and

maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

**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	County	Associated Work
FL20240175	Manatee	<u>Highway – All highway work under this contract</u>

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:** N/A

**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:** N/A

**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

Estimated Contract Amount	Trainees Required
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.

#### **7-29 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.

### **SECTION 8 – PROSECUTION OF WORK.**

#### **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 as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer 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 submit 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 submits 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 submitted 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
\$299,999 and under.....	\$980
\$300,000 but less than \$2,000,000.....	\$1,699
\$2,000,000 but less than \$5,000,000.....	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000.....	\$4,687
\$20,000,000 but less than \$40,000,000.....	\$7,625
\$40,000,000 and over.....	\$10,467 plus 0.00005 of any amount over \$40 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.

## **SECTION 9 – MEASUREMENT AND PAYMENT.**

### **9-1.3 Determination of Pay Areas:**

**9-1.3.1 Final Calculation:** When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, the Engineer will use lengths and widths in the calculations based on the station to station dimensions shown on the plans; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the surface of the completed work within the neat lines shown on the plans or designated by the Engineer. The Engineer will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

**9-1.3.2 Plan Quantity:** When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be the plan quantity, the Engineer will determine the final pay quantity based on the plan quantity subject to the provisions of 9-3.2. Generally, the Engineer will calculate the plan quantity using lengths based on station to station dimensions and widths based on neat lines shown in the plans.

### **9-3 Compensation for Altered Quantities.**

**9-3.1 General:** When alteration in plans or quantities of work not requiring a supplemental agreement as hereinbefore provided for are offered and performed, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in plans or quantities of work requiring supplemental agreements shall be stipulated in such agreement, except when the Contractor proceeds with the work without change of price being agreed upon, the Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of work. If no Contract unit price is provided in the Contract, and the parties cannot agree as to a price for the work, the Contractor agrees to do the work in accordance with 4-3.2.

### **9-3.2 Payment Based on Plan Quantity:**

**9-3.2.1 Error in Plan Quantity:** As used in this Article, the term “substantial error” is defined as the smaller of (a) or (b) below:

(a) a difference between the original plan quantity and final quantity of more than 5%,

(b) a change in quantity which causes a change in the amount payable of more than \$5,000.

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the Department will revise such quantity only in the event that the Department determines it is in substantial error. In general, the Department will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the Department or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the

claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The Department will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and the Department, prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

**9-3.2.2 Authorized Changes in Limits of Work:** Where the Department designates the pay quantity for any item to be the original plan quantity and authorizes a plan change which results in an increase or decrease in the quantity of that item, the Department will revise the plan quantity accordingly. In general, the Department will determine such revisions by final measurement, plan calculations or both.

**9-3.2.3 Specified Adjustments to Pay Quantities:** Do not apply the limitations specified in 9-3.2.1 and 9-3.2.2 to the following:

(1) Where these Specifications or Special Provisions provide that the Department determines the pay quantity for an item on the basis of area of finished work adjusted in accordance with the ratio of measured thickness to nominal thickness.

(2) Where these Specifications provide for a deduction due to test results falling outside of the allowable specified tolerances.

(3) To payment for extra length fence posts, as specified in 550-6.3.

### **9-3.3 Lump Sum Quantities:**

**9-3.3.1 Error in Lump Sum Quantity:** Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in 9-3.2.1.

**9-3.3.2 Authorized Changes in Work:** Where the Department designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the Plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in 4-3.2.

## **9-5 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.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. **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.

**EXCAVATION AND EMBANKMENT (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION)  
(REV 01-00) (1-13)**

**SECTION 120  
EXCAVATION AND EMBANKMENT**

**120-1 Description.**

**120-1.1 General:** Excavate and construct embankments as required for the roadway, ditches, channel changes and borrow material. Prepare subgrades and foundations, construct embankments, and otherwise use or dispose of the materials excavated. Use suitable excavated materials or authorized borrow. Also compact and dress excavated areas and embankments. For excavation and backfilling of structures, refer to Section 125.

Excavate materials for clearing and grubbing under Section 110. Material displaced by the storm sewer or drainage structure system is not included in the earthwork quantities shown on the plans.

**120-1.2 Unidentified Areas of Contamination:** When encountering or exposing any abnormal condition indicating the presence of a hazardous or toxic waste, or contaminants, 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 hazardous or toxic wastes or contaminants 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. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the District Contamination Assessment Coordinator who will coordinate selecting and tasking the Department's Contamination Assessment/Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation by the CAR Contractor will determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

The CAR Contractor will delineate the contamination area(s), any staging or holding area required, and, in cooperation with the Prime Contractor and Engineer, develop a work plan that will provide the CAR Contractor's operations schedule with projected completion dates for the final resolution of the contamination issue.

The CAR Contractor will maintain jurisdiction over activities inside any outlined contaminated areas and any associated staging holding areas. The CAR Contractor will be responsible for the health and safety of workers within the delineated areas. Provide continuous access to these areas for the CAR Contractor and representatives of regulatory or enforcement agencies having jurisdiction.

Both Contractors shall use the schedule as a basis for planning the completion of both work efforts. The Engineer may grant the Contract Time extensions according to the provisions of 8-7.3.2.

Cooperate with the CAR Contractor to expedite integration of the CAR Contractor's operations into the construction project. The Prime Contractor is not expected to engage in routine construction activities, such as excavating, grading, or any type of soil manipulation, or any construction processes required if handling of contaminated soil, surface water or ground water is involved. All routine construction activities will be by the CAR Contractor. Adjustments to quantities or to Contract unit prices will be made according to work additions or reductions on the part of the Prime Contractor in accordance with 4-3.

The Engineer will direct the Prime Contractor when operations may resume in the affected area.

## **120-2 Classifications of Excavation.**

**120-2.1 General:** The Department may classify excavation specified under this Section for payment as any of the following: (1) Regular Excavation, (2) Subsoil Excavation, (3) Lateral Ditch Excavation, and (4) Channel Excavation.

If the proposal does not show Subsoil Excavation or Lateral Ditch Excavation as separate items of payment, include such excavation under the item of Regular Excavation.

If the proposal shows Lateral Ditch Excavation as a separate item of payment, but does not show Channel Excavation as a separate item of payment, include such excavation under the item of Lateral Ditch Excavation. Otherwise, include Channel Excavation under the item of Regular Excavation.

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

**120-2.2.1 Roadway Excavation:** Roadway Excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and

that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the plans.

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

A Value Engineering Change Proposal (VECP) submittal based on using borrow material from within the project limits will not be considered.

**120-2.3 Subsoil Excavation:** Subsoil Excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, consider the finished grading template as the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, consider the finished grading template as the finished shoulder and slope lines and bottom of completed base or rigid pavement. For pond and ditches that identify the placement of a blanket material, consider the finished grading template as the bottom of the blanket material. Subsoil Excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of Subsoil Excavation indicated on the plans as being particularly variable, in accordance with the field conditions actually encountered.

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

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

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

### **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 Removal of Unsuitable Materials and Existing Roads.**

**120-4.1 Subsoil Excavation:** Where muck, rock, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the plans as the removal limits, of  $\pm 0.2$  feet [ $\pm 60$  mm] in depth and  $\pm 6$  inches [ $\pm 150$  mm] (each side) in width.

**120-4.2 Removal of Existing Old Road:** Where a new roadway is to be constructed over an old one, plow or scarify the old road, and break it up full width, regardless of height of fill. If

the plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids.

**120-4.3 Obliterating Old Road:** Where the plans call for obliteration of portions of an old road outside of the proposed new roadway, obliterate such sections of the old road by grading to fill ditches and to restore approximately the original contour of the ground or a contour which produces a pleasing appearance.

## **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, take ownership of the materials and dispose of them outside the right-of-way.

**120-5.2 Disposal of Muck on Side Slopes:** As an exception to the provisions of 120-5. 1, when approved by the Engineer, in rural undeveloped areas, the Contractor may place muck (A-8 material) on the slopes, or store it alongside the roadway, provided there is a clear distance of at least 6 feet [2 m] 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 of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

**120-5.3 Disposal of Paving Materials:** Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Department, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

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

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet [90 m] from the nearest roadway right-of-way line of any State-maintained road. If the materials are buried, disregard the 300 foot [90 m] limitation.

## **120-6 Borrow.**

**120-6.1 Materials for Borrow:** Do not open borrow pits until the Engineer has approved their location.

Do not provide borrow materials that are polluted as defined in Chapter 376 of the Florida Statutes (oil of any kind and in any form, gasoline, pesticides, ammonia, chlorine, and

derivatives thereof, excluding liquefied petroleum gas) in concentrations above any local, State, or Federal standards.

Prior to placing any borrow material that is the product of soil incineration, provide the Engineer with a copy of the Certificate of Materials Recycling and Post Burn Analysis showing that the material is below all allowable pollutant concentrations.

#### **120-6.2 Furnishing of Borrow Areas: Furnish areas for borrow.**

To obtain the Engineer's approval to use an off-site construction activity area that involves excavation such as a borrow pit or local aggregate pit, request in writing, a Cultural Resources Assessment. Send the request to the Division of Historical Resources, Department of State, State Historic Preservation Officer, Tallahassee, FL. As a minimum, include in the request the State Project Job Number, the County, a description of the property with Township, Range, Section, etc., the dimensions of the area to be affected, and a location map. Do not start any work at the off-site construction activity area until receiving a clearance letter from the Division of Archives and written clearance from the Engineer concerning compliance with the Federal Endangered Species Act as specified in 7-1.4.

For certain locations, the Division of Archives will require a Cultural Resources Field Survey before approval can be granted. When this is required, secure professional archaeological services to make the survey and prepare a report. Submit the report to the Division of Archives with a copy to the Department. The Engineer will base final approval or rejection of the use of the off-site construction activity area on the report.

Before receiving approval or use of borrow areas, obtain written clearance from the engineer concerning compliance with the Federal Endangered Species Act as specified in 7-1.4 and Section 4(f) of the USDOT Act as specified in Section 7-1.7.

The Department will adjust Contract Time in accordance with 8-7 for any suspension of operations required to comply with this Article. The Department will not accept any monetary claims due to delays or loss of off-site construction activity areas.

Except where the plans specifically call for the use of a particular borrow or dredging area, the Contractor may substitute borrow or dredging areas of his own choosing provided: (1) the Engineer determines the materials from such areas meet the Department's standards and other requirements for stability for use in the particular sections of the work in which it is to be placed, and (2) the Contractor absorbs any increase in hauling or other costs.

Before using any borrow material from any substitute areas, obtain the Engineer's approval, in writing, for the use of the particular areas, and, where applicable, ensure that the Engineer has cross-sectioned the surface. Upon such written approval by the Engineer, consider the substitute areas as designated borrow areas.

When furnishing the dredging or borrow areas, supply the Department with evidence that the necessary permits, rights, or waivers for the use of such areas have been secured.

Do not excavate any part of a Contractor furnished borrow area which is less than 300 feet [90 m] from the right-of-way of the project or any State Road until the Engineer has approved a plan for landscaping and restoring the disturbed area. Perform this landscaping and land restoration at no expense to the Department, prior to final acceptance of the project. Do not provide a borrow area closer than 25 feet [8 m] to the right-of-way of any state road. In

Department furnished borrow pits, do not excavate material within 5 feet [1.5 m] of the adjacent property lines.

Upon completion of excavation, neatly shape, dress, grass, vegetate, landscape, and drain all exposed areas including haul roads, as necessary so as not to present an objectionable appearance.

Meet the requirements of Section 104 when furnishing borrow areas, regardless of location.

**120-6.3 Borrow Material for Shoulder Build-up:** When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

**120-6.4 Haul Routes for Borrow Pits:** Provide and maintain, at no expense to the Department, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

**120-6.5 Authorization for Use of Borrow:** When the item of Borrow Excavation is included in the Contract, use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

## **120-7 Materials for Embankment.**

**120-7.1 Use of Materials Excavated From the Roadway and Appurtenances:** Be responsible for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

**120-7.2 General Requirements for Embankment Materials:** Construct embankments of acceptable material including broken portland cement concrete pavement and portland cement concrete rubble, but containing no muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed. Remove and waste material designated as undesirable. Use material in embankment construction in accordance with plan details or as the Engineer directs.

Complete the embankment using maximum particle sizes as follows:

In top 12 inches [300 mm]: 3 1/2 inches [90 mm] (in any dimension).

12 to 24 inches [300 to 600 mm]: 6 inches [150 mm] (in any dimension).

In the depth below 24 inches [600 mm]: not to exceed 12 inches [300 mm] (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

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

When and where approved by the Engineer, the Contractor may place larger rocks (not to exceed 18 inches [450 mm] in any dimension) outside the two to one slope and at least 4 feet [1.2 m] or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Compact grassed embankment areas in accordance with 120-9.2.6.

Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches [90 mm] in diameter within 3 feet [1.0 m] of the location of any end-bent piling.

**120-7.3 Materials Used at Pipes, Culverts, etc.:** Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

## **120-8 Embankment Construction.**

**120-8.1 General:** Construct embankments in sections of not less than 300 feet [90 m] in length or for the full length of the embankment.

### **120-8.2 Dry Fill Method:**

**120-8.2.1 General:** Except as provided below for material placed on unstable ground and for materials used for flattening slopes, construct embankments in successive layers of not more than 8 inches [200 mm] in thickness, measured loose, for the full width of the embankment. However, the Contractor may construct embankments in successive layers of not more than 12 inches [300 mm] compacted thickness, if he can demonstrate with field tests that he has compacting equipment sufficient to achieve density required by 120-9.2 for the full depth of a thicker lift, and if the compactive effort is approved by the Engineer. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer will base his approval on the results of a test section the Contractor constructed using his specified compactive effort. Construct the test section with a minimum length of 300 feet [90 m], full width, and a maximum length of 1,000 feet [300 m].

Once approved, if there is a change in soil classification of the embankment materials, construct a new test section. Do not change the compactive effort once a test section is approved.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 8 inch [200 mm] loose lifts whenever it is determined that satisfactory results are not being achieved.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

**120-8.2.1.1 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 120-8.2.2.

**120-8.2.2 Placing in Unstable Areas:** Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-8.2.1 and 120-8.2.3.

**120-8.2.3 Placing on Steep Slopes:** When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

**120-8.2.4 Placing Outside Standard Minimum Slope:** Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately two to one), place such material in layers of not more than 18 inches [450 mm] in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch [450 mm] layers.

### **120-8.3 Hydraulic Method:**

**120-8.3.1 Method of Placing:** When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is rehandled, or moved and placed in its final position by any other method, as specified in 120-8.2. The Contractor may use baffles or any form of construction he may select provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

**120-8.3.2 Excess Material:** Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

**120-8.3.3 Protection of Openings in Embankment:** Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet [60 m] of the toe of the proposed embankment.

## **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 to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

## **120-9.2 Compaction of Embankments:**

**120-9.2.1 Density Requirements:** Except for embankment constructed by the hydraulic method as specified in 120-8.3 and for the material placed outside the standard minimum slope as specified in 120-8.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to a density of at least 100% of the maximum density as determined by AASHTO T 99, Method C. Uniformly compact each layer, using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

**120-9.2.2 Compaction Over Unstable Foundations:** Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches [300 mm] (as provided in 120-8.2.2), compact the top 6 inches [150 mm] (compacted thickness) of such layer to the density as specified in 120-9.2.1.

**120-9.2.3 Compaction Where Plastic Material Has Been Removed:** Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups (see Florida Sampling and Testing Methods, 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 [1.7 MPa] 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 [25 mm]. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

**120-9.2.4 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas:** Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

**120-9.2.5 Compaction of Grassed Shoulder Areas:** For the upper 6 inches [150 mm] layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

**120-9.2.6 Compaction of Grassed Embankment Areas:** For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches [150 mm] for the subsequent seeding or planting operations.

**120-9.3 Compaction for Pipes, Culverts, etc.:** Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of 125-8.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of 125-8.

**120-9.4 Compaction of Subgrade:** If the plans do not provide for stabilizing, compact the subgrade area (as defined in 1-3) in both cuts and fills to the density specified in 120-9.2.1. Do not apply density requirements where constructing narrow widening strips 4 feet [1.2 m] or less on undisturbed soil.

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 Maintenance and Protection of Work.**

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet [1 m] wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair, at no expense to the Department, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Perform maintenance and protection of earthwork construction in accordance with Section 104.

Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

### **120-11 Construction.**

**120-11.1 Construction Tolerances:** Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot [90 mm] above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot [30 mm] 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 [30 mm] above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot [90 mm] from the true lines shown in the plans.

**120-11.2 Operations Adjacent to Pavement:** Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

## **120-12 Method of Measurement.**

**120-12.1 General:** When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards [cubic meters], 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, unless otherwise specified under the provisions for individual items.

Where Subsoil Excavation extends outside the lines shown in the plans or authorized by the Engineer including allowable tolerances, and the space is backfilled with material obtained in additional authorized roadway or borrow excavation, the net fill, plus shrinkage allowance, will be deducted from the quantity of Roadway Excavation or Borrow Excavation to be paid for, as applicable.

The quantity of all material washed, blown, or placed beyond the authorized roadway cross-section will be determined by the Engineer and will be deducted from the quantity of Roadway Excavation or Borrow Excavation to be paid for, as applicable.

Subsoil Excavation that extends outside the lines shown in the plans or authorized by the Engineer including allowable tolerances will be deducted from the quantity to be paid for as Subsoil Excavation.

**120-12.2 Roadway Excavation:** The measurement will include only the net volume of material excavated between the original ground surface and the surface of the completed earthwork, except that the measurement will also include all unavoidable slides which may occur in connection with excavation classified as Roadway Excavation.

The pay quantity will be the plan quantity provided that the excavation was accomplished in substantial compliance with the plan dimensions and subject to the provisions of 9-3.2 and 9-3.4. On designated 3-R Projects, Regular Excavation will be paid for at the Contract lump sum price provided that the excavation was accomplished in substantial compliance with the plan dimension.

**120-12.3 Borrow Excavation:** 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. If measurement is made in vehicles, level the material to facilitate accurate measurement.

Unsuitable material excavated from borrow pits where truck measurement is provided for and from any borrow pits furnished by the Contractor, will not be included in the quantity of excavation to be paid for.

**120-12.4 Lateral Ditch Excavation:** The measurement will include only material excavated within the lines and grades indicated in the plans or as directed by the Engineer. The measurement will include the full station-to-station length shown in the plans or directed by the Engineer and acceptably completed. Excavation included for payment under Section 125 will not be included in this measurement.

The pay quantity will be the plan quantity provided that the excavation was accomplished in substantial compliance with the plan dimensions and subject to the provisions of 9-3.2 and 9-3.4.

**120-12.5 Channel Excavation:** The measurement will include only material excavated within the lines and grades indicated in the plans or in accordance with authorized plan changes.

The measurement will include the full station-to-station length shown in the plans including any authorized changes thereto.

If shoaling occurs subsequent to excavation of a channel and the Engineer authorized the shoaled material to remain in place, the volume of any such material remaining within the limits of channel excavation shown in the plans will be deducted from the measured quantity of Channel Excavation.

**120-12.6 Subsoil Excavation:** The measurement will include only material excavated within the lines and grades indicated in the plans (including the tolerance permitted therefore) or as directed by the Engineer.

When no item for Subsoil Excavation is shown in the proposal but Subsoil Excavation is subsequently determined to be necessary, such unanticipated Subsoil Excavation will be paid for as provided in 4-4.

**120-12.7 Embankment:** The quantity will be at the plan quantity.

Where payment for embankment is not to be included in the payment for the excavation, and is to be paid for on a cubic yard [cubic meter] basis for the item of Embankment, the plan quantities to be paid for will be calculated by the method of average end areas unless the Engineer determines that another method of calculation will provide a more accurate result. The measurement will include only material actually placed above the original ground line, within the lines and grades indicated in the plans or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment subject to the provisions of 9-3.2, and no allowance will be made for subsidence of material below the surface of the original ground.

If there are authorized changes in plan dimensions or if errors in plan quantities are detected, plan quantity will be adjusted as provided in 9-3.2.

Where the work includes excavation of unsuitable material below the finished grading template or original ground line, whichever is lower as defined in 120-2.3, the original ground line is defined as the surface prior to beginning excavation, except that this surface is not outside the permissible tolerance of lines and grades for Subsoil Excavation as indicated in the plans or as directed by the Engineer. Any overrun or underrun of plan quantity for Subsoil Excavation which results in a corresponding increase or decrease in embankment will be considered as an authorized plan change for adjustment purposes as defined in 9-3.2.2.

No payment will be made for embankment material used to replace unsuitable material excavated beyond the lines and grades shown in the plans or ordered by the Engineer.

In no case will payment be made for material allowed to run out of the embankment on a flatter slope than indicated on the cross-section. The Contractor shall make his own estimate on the volume of material actually required to obtain the pay section.

## **120-13 Basis of Payment.**

**120-13.1 General:** Prices and payments for the various work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; maintaining and protecting the complete earthwork; and hauling.

The Department will not allow extra compensation for any rehandling of materials.

The Department will compensate for the cost of grassing or other permanent erosion control measures directed by the Engineer as provided in the Contract for similar items of roadway work.

**120-13.2 Excavation:**

**120-13.2.1 Items of Payment:** When no classification of material is indicated in the plans, and bids are taken only on Regular Excavation, the total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Regular Excavation.

When separate classifications of excavation are shown in the proposal, the quantities of each of the various classes of materials so shown will be paid for at the Contract unit prices per cubic yard [cubic meter] for Regular Excavation, Lateral Ditch Excavation, Subsoil Excavation, and Channel Excavation, as applicable, and any of such classifications not so shown will be included under the item of Regular Excavation (except that if there is a classification for Lateral Ditch Excavation shown and there is no classification for Channel Excavation, any channel excavation will be included under the item of Lateral Ditch Excavation). As an exception, on designated Projects, Regular Excavation will be paid for at the Contract lump sum price.

**120-13.2.2 Basic Work Included in Payments:** Prices and payments will be full compensation for all work described under this Section, except for any excavation, or embankment which is specified to be included for payment under other items. Such prices and payments will include hauling; any rehandling that may be necessary to accomplish final disposal as shown in the plans; the dressing of shoulders, ditches and slopes; removal of trash, vegetation, etc., from the previously graded roadway where no item for clearing and grubbing is shown in the plans; and compacting as required.

**120-13.2.3 Additional Depth of Subsoil Excavation:** Where Subsoil Excavation is made to a depth of 0 to 5 feet [0 to 1.5 m] below the depth shown on the Contract plans, such excavation will be paid for at the unit price bid.

Where Subsoil Excavation is made to a depth greater than 5 feet [1.5 m], and up to 15 feet [4.5 m], deeper than the depth shown on the Contract plans, such excavation will be paid for at the unit price bid plus 25% of such unit price. Additional extra depth, more than 15 feet [4.5 m] below such plan depth, will be considered as a change in the character of the work and will be paid for as Unforeseeable Work.

Where no subsoil excavation is shown in a particular location on the original plans, payment for extra depth of subsoil will begin 5 feet [1.5 m] below the lowest elevation on the grading template.

**120-13.2.4 Borrow Excavation:** When the item of Borrow Excavation is included in the Contract, price and payment will also include the cost of furnishing the borrow areas and any necessary clearing and grubbing thereof, the removal of unsuitable material that it is necessary to excavate in order to obtain suitable borrow material, and also the costs incurred in complying with the provisions of 120-6.4.

**120-13.2.5 Materials Excluded from Payment for the Excavation:** No payment as excavation will be made for any excavation covered for payment under the item of Embankment.

No payment will be made for 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; except that, in the operations of roadway excavation, all slides and falls of insecure masses of material beyond the regular slopes and not due to lack of precaution on the part of the Contractor will be paid for at the Contract unit price for the material involved. The removal of slides and falls of material classified as Lateral Ditch Excavation or as Subsoil Excavation will not be paid for separately, but will be included in the Contract unit price for the pay quantity of these materials, measured as provided in 120-12.

**120-13.3 Embankment:**

**120-13.3.1 General:** Price and payment will be full compensation for all work specified in this Section, including all material for constructing the embankment; all excavating, dredging, pumping, placing and compacting of material for constructing the embankment complete; dressing of the surface of the roadway, maintenance and protection of the completed earthwork, and the removal of rubbish, vegetation, etc., from the roadway, where no clearing and grubbing of the area is specified in the plans. Also, such price and payment, in each case, will specifically include all costs of any roadway, lateral ditch, or channel excavation, unless such excavation is specifically shown to be paid for separately, regardless of whether the materials are utilized in the embankment.

**120-13.3.2 Excluded Material:** No payment will be made for the removal of muck or overburden from the dredging or borrow areas. No payment will be made for embankment material used to replace muck or other unsuitable material excavated beyond the lines and grades shown in the plans or ordered by the Engineer.

**120-13.3.3 Clearing and Grubbing:** No payment will be made for any clearing and grubbing of the borrow or dredging areas. Where no clearing and grubbing of such areas is specified in the plans, the cost of any necessary clearing and grubbing will be included in the Contract unit or lump sum price for Embankment.

**120-13.3.4 Cost of Permits, Rights, and Waivers:** Where the Contractor provides borrow or dredging areas of his own choosing, the cost of securing the necessary permits, rights or waivers will be included in the Contract price for Embankment.

**120-13.4 Payment Items:** Payment will be made under:

- |          |          |   |
|----------|----------|---|
| Item No. | 120- 1-  | Regular Excavation - per cubic yard.        |
| Item No. | 2120- 1- | Regular Excavation - per cubic meter.       |
| Item No. | 120- 2-  | Borrow Excavation - per cubic yard.         |
| Item No. | 2120- 2- | Borrow Excavation - per cubic meter.        |
| Item No. | 120- 3-  | Lateral Ditch Excavation - per cubic yard.  |
| Item No. | 2120- 3- | Lateral Ditch Excavation - per cubic meter. |
| Item No. | 120- 4-  | Subsoil Excavation - per cubic yard.        |
| Item No. | 2120- 4- | Subsoil Excavation - per cubic meter.       |

Item No. 120- 5-	Channel Excavation - per cubic yard.
Item No. 2120- 5-	Channel Excavation - per cubic meter.
Item No. 120- 6-	Embankment - per cubic yard.
Item No. 2120- 6-	Embankment - per cubic meter.
Item No. 120-71-	Regular Excavation (3-R Projects)- lump sum.
Item No. 2120-71-	Regular Excavation (3-R Projects)- lump sum.

**EXCAVATION FOR STRUCTURES (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).  
(REV 01-00) (1-13)**

**SECTION 125  
EXCAVATION FOR STRUCTURES**

**125-1 Description.**

Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures. Also, (1) construct and remove cofferdams, sheeting, bracing, etc.; (2) pump or otherwise dewater foundations; (3) remove and dispose of any existing structures or portions of structures not covered by other items in the Contract, including foundations, abutments, piers, wings, and all other materials, obstructions, etc., found necessary to clear the site for the proposed work; (4) backfill, dispose of surplus material, and perform final cleaning, as may be necessary for the proper execution of the work. This Section does not include excavation for bases or pavements, curbs, curb and gutter, valley gutter, ditch pavement, or rubble gutter.

**125-1.1 Trench Excavation Safety System and Shoring, Special (Trench Excavation:** When performing trench excavation in excess of 5 feet [1.5 m] in depth, comply with the Occupational Safety and Health Administration’s (OSHA) trench safety standards, 29 C.F.R., s. 1926.650, Subpart P, and all subsequent revisions or updates adopted by the Department of Labor and Employment Security. Ensure that trench boxes are wide enough to accommodate compaction and density testing.

Submission of bid and subsequent execution of the Contract will serve as certification that all trench excavation in excess of 5 feet [1.5 m] in depth will be in compliance with Section 553.62, Florida Statutes.

Consider all available geotechnical information available when designing the trench excavation safety system.

Consider these and any more stringent trench safety standards as minimum Contract requirements.

**125-2 Classification.**

Consider all materials excavated as unclassified and as excavation regardless of the material encountered.

**125-3 Cofferdams.**

**125-3.1 Construction:**

**125-3.1.1 Methods:** Construct all foundations by open excavation, and shore, brace, or protect the foundation openings with cofferdams. Provide cofferdams or cribs for foundation construction below the bottom of the footings. Provide sufficient clearance in the cofferdam interiors to permit construction of forms and inspection of their exteriors, and for pumping equipment.

**125-3.1.2 Protection of Concrete:** Construct cofferdams to protect green concrete against damage from a sudden rising of the water and to prevent damage by erosion. Do not leave timber or bracing in cofferdams or cribs that extend into the substructure masonry except where permitted in writing by the Engineer.

**125-3.1.3 Placing in the Dry:** For placing footings in the dry, the Engineer may require cofferdam sheeting to be driven to an elevation 6 feet [1.8 m] below the elevation of the bottom of the footings and require sufficient pumping equipment to dewater and maintain the cofferdam in a comparatively dry condition.

**125-3.1.4 Working Drawings:** For substructure work, submit drawings showing the proposed method of cofferdam construction and other details left to choice or not fully shown on the plans. Obtain the Engineer's approval of the type and clearance of cofferdams, insofar as such details affect the character of the finished work. For other details of design that do not affect the character of the finished work, assume responsibility for the successful construction of the work. Retain a Professional Engineer, registered in the State of Florida, to prepare the above construction drawing, and keep a signed and sealed copy on hand at the site at all times. On completion of the work, furnish the Department with as-built drawings on permanent reproducible material as noted in 5-1.4.1.

**125-3.2 Removal:** Unless otherwise provided, remove cofferdams or cribs, with all sheeting and bracing, after completion of the substructure without disturbing or marring the finished masonry.

## **125-4 Excavation.**

**125-4.1 Requirements for all Excavation:** Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet [1.2 m] below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

### **125-4.2 Earth Excavation:**

**125-4.2.1 Foundation Material other than Rock:** When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

**125-4.2.2 Foundation Piles:** Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

**125-4.2.3 Removal of Obstructions:** Remove boulders, logs, or any unforeseen obstacles encountered in excavating. Compensation will be in accordance with the requirements of 4-3.4.

**125-4.3 Rock Excavation:** Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

**125-4.4 Pipe Trench Excavation:** Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 125-8.3.2.2, to a depth of 4 inches [100 mm] below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches [300 mm] below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the

trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet [0.6 m] above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

### **125-5 Preservation of Channel.**

**125-5.1 General** unless shown on the plans, do not excavate outside of caissons, cribs, cofferdams, or sheet piling, and do not disturb the natural stream bed adjacent to the structure. If excavating or dredging at the site of the structure before sinking caissons, cribs, or cofferdams, complete the foundation and backfill all such excavations to the original ground surface or other required elevation, with material satisfactory to the Engineer.

**125-5.2 Removal of Excavated Materials:** Do not allow materials that are deposited adjacent to the stream area to infiltrate the water areas. Leave the stream in its original condition.

### **125-6 Disposal of Surplus.**

Use suitable excavated materials for backfilling over or around the structure. Dispose of unsuitable materials. Meet the disposal requirements pertaining to water pollution contained in Section 104 and in 7-1.1.

### **125-7 Pumping.**

Pump from the interior of any foundation enclosure in such manner as to preclude the possibility of any portion of the concrete materials being carried away. Do not pump while placing concrete, or for a period of at least 24 hours thereafter, unless using a suitable pump separated from the concrete work by a watertight wall.

### **125-8 Backfilling.**

#### **125-8.1 Requirements for all Structures:**

**125-8.1.1 General:** Backfill in the Dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

**125-8.1.2 Equipment and Methods:** Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

**125-8.1.3 Backfill Materials:** Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure. Use only material accepted by the Engineer.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet [1.2 m] above the crown of the pipe.

**125-8.1.4 Use of A-7 Material:** In the backfilling of trenches, A-7 material may be used from a point 12 inches [300 mm] above the top of the pipe up to the elevation shown on the Roadway and Traffic Design Standards as the elevation for undercutting of A-7 material.

**125-8.1.5 Time of Placing Backfill:** Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until permission has been given by the Engineer, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

## **125-8.2 Requirements for Structures Other than Pipe:**

**125-8.2.1 Density:** Place the material in horizontal layers not exceeding 8 inches [200 mm] in depth above water level, behind abutments, wing walls and end bents or end rest piers, and around box culverts and structures other than pipe culverts, and compact it to a density of at least 100% of the maximum density as determined by AASHTO T 99. Where the backfill material is deposited in water, obtain a 12 inch [300 mm] layer of comparatively dry material, thoroughly compacted by tamping, before verifying the layer and density requirements.

**125-8.2.2 Box Culverts:** For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches [300 mm] above the top of the structure, using rapid-striking mechanical tampers.

**125-8.2.3 Other Limited Areas:** Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches [300 mm] thick. When hand tampers are used, deposit the materials in layers not more than 4 inches [100 mm] thick using hand tampers suitable for this purpose with a face area of not more than 100 in<sup>2</sup> [64,500 mm<sup>2</sup>]. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

**125-8.2.4 Culverts and Piers:** Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

**125-8.2.5 Compaction Under Wet Conditions:** Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

## **125-8.3 Requirements for Pipe 15 Inches [375 mm] Inside Diameter or Greater:**

**125-8.3.1 General:** Trenches for pipe may have up to four zones that must be backfilled.

**Lowest Zone:** The lowest zone is backfilled for deep undercuts up to within 4 inches [100 mm] 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 [100 mm] 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 [300 mm] of soil below the bottom of the pipe.

**Cover Zone:** The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches [300 mm] 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 [300 mm] above the top of the pipe to the base or final grade.

### **125-8.3.2 Material:**

**125-8.3.2.1 Lowest Zone:** Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

**125-8.3.2.2 Soil Envelope:** In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

**125-8.3.2.3 Top Zone:** Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Roadway and Traffic Design Standard, Index No. 505.

### **125-8.3.3 Compaction:**

**125-8.3.3.1 Lowest Zone:** Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

**125-8.3.3.2 Bedding Zone:** If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to a minimum of 100% of the maximum density as determined by AASHTO T 99, Method C. Place the material in lifts no greater than 6 inches [150 mm] (compacted thickness).

**125-8.3.3.3 Cover Zone:** Before placing the Cover Zone material, lay pipe according to Section 430. Excavate for pipe bells before laying pipe. Place the material in 6 inch [150 mm] 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. For concrete pipe, compact the backfill to a density of at least 100% of the maximum density as determined by AASHTO T 99, Method C. For metal and plastic pipe, compact the backfill to a density of at least 95% of the maximum density as determined by AASHTO T 99, Method C.

**125-8.3.3.4 Top Zone:** Place the material in layers not to exceed 12 inches [300 mm] in compacted thickness. Compact with appropriate equipment to a density of at least 100% of the maximum density as determined by AASHTO T 99, Method C, except as provided below.

In locations outside the plane described by a two (horizontal) to one (vertical) slope downward from the roadway shoulder line or the back of curb as applicable and along storm sewer outfall lines where no vehicular traffic will pass over the pipe, compact the backfill to a firmness approximately equal to that of the soil next to the pipe trench.

**125-8.3.3.5 Exceptions to Density Requirements:** For side drain pipe under driveways serving individual home sites a single residential lot, the density test requirements above are waived. The lift thickness and compaction requirements apply.

**125-8.3.4 Backfill Under Wet Conditions:** Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing. The Department will pay for any select material which is not available from the grading as Unforeseeable Work. The Department will not pay for select material that might be used by the Contractor for his own convenience instead of dewatering.

The Department will permit the use of granular material below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Department will permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate as specified in Section 901 for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with a layer of Type D-4 filter fabric, as specified on Roadway and Traffic Design Standard, Index No. 199. Do not place coarse aggregate within 4 feet [1.2 m] of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

**125-8.4 Requirements for Thick Lift Compaction in Granular Materials:** If it is demonstrated that the required density can be obtained in thicker lifts than permitted above, the Engineer may permit placement of granular material of soil groups A-1, A-2, or A-3 in lifts up to a maximum of 3 foot [0.9 m] compacted thickness. In such cases, furnish equipment and labor to excavate and backfill test pits to be dug for the performance of density tests.

Use of thick lift compaction procedures will not be allowed for backfilling the soil envelope of pipe culverts and storm sewers.

### **125-9 Replacing Pavement.**

Where existing pavement, curb, curb and gutter, sidewalk or valley gutter is removed only for the purpose of constructing or removing box culverts, pipe culverts, storm sewers, inlets, manholes, etc., replace or restore those items to the Engineer's satisfaction, without direct compensation.

### **125-10 Cleaning Up.**

Upon completion of the work, leave the structure and all adjacent areas in a neat and presentable condition, clear up all temporary structures, rubbish and surplus material and leave the space under the structure unobstructed and in such shape that drift will not collect nor scour be induced. Pile all material from existing structures that have been removed neatly on the bank, unless otherwise directed by the Engineer. Pull falsework piling unless the Engineer permits it to cut or broken off, in which case it will be cut or broken off at least 2 feet [0.6 m] below the ground line or stream bed.

### **125-11 Method of Measurement.**

When direct payment for Excavation for Structures is provided in the proposal, and such payment is on a unit basis, such excavation will be measured in its original position by the cross-section method to determine the amount of material. The cubic yard [cubic meter] volume of excavation used as a basis of payment will then be that material actually removed below the original ground line or stream bed, but not including that shown on the plans to be paid for either as Regular Excavation, Subsoil Excavation, Lateral Ditch Excavation or Channel Excavation, or which is included in the item for Grading, and except that no payment will be made for material removed in excavating for footings or foundations outside of an area which is bounded by vertical planes 12 inches [300 mm] outside of the limits of the footing and parallel thereto. For pipe trenches the width used to be in the calculation shall be the diameter of the pipe, plus 24 inches [600 mm].

### **125-12 Basis of Payment.**

**125-12.1 When No Direct Payment Provided:** When direct payment for Excavation for Structures is not provided for in the proposal, all work specified in this Section, other than as specified in 125-12.3 through 125-12.7, shall be included in the Contract price for the concrete or for other items covering the applicable structure.

**125-12.2 Direct Payment:** When direct payment for work under this Section is provided, the Contract price per cubic yard [cubic meter] (measured as provided in 125-11), as shown in the proposal, shall be full compensation for all the work specified in this Section, except such work as is specifically stipulated to be paid for separately, in 125-12.3 through 125-12.7.

**125-12.3 Excavation Below Plan Grade:** When excavation of material below plan grade is called for in the plans or authorized by the Engineer, and payment for Excavation for Structures is on a cubic yard [cubic meter] basis, the material excavated below plan grade will be included in the measurement for this item.

Payment for the material used for the backfill will be made as specified in 125-12.7.

**125-12.4 Strengthening Foundations:** The work of strengthening the foundations (as provided in 125-4.2) shall be paid for as provided in 4-4, unless such work is covered by a bid item.

**125-12.5 Backfilling for Additional Support:** The work of providing additional support by backfilling with sand or other satisfactory material, where called for by the Engineer (as specified in 125-8), shall be paid for as provided in 4-4.

**125-12.6 Removal and Replacement of Existing Pavement:** For pavement, curb, etc., which is removed only in order to construct pipe culverts or storm sewers, as specified in 125-9, all costs of such removal and replacement shall be included in the costs of the pipe or other structure for which it is removed, unless otherwise provided for in the contract.

**125-12.7 Removal and Replacement of Material Unsuitable for Backfill:** When it cannot reasonably be anticipated from information contained in the plans, that material excavated for the structure will be unsuitable for use as backfill, and such material proves to be unsuitable for this use, the work of disposing of such material away from the site will be paid for as unforeseeable work, and the work of bringing in substitute material for the backfill will be paid for as specified for the particular case shown below:

(a) No additional payment will be made for backfill materials obtained from surplus material available from the normal excavation or grading operations.

(b) When the necessary material is not available from the normal excavation or grading operations, and the Contract includes an item for Borrow Excavation, backfill material authorized to be obtained from designated borrow areas will be included in the volume of Borrow Excavation to be paid for.

(c) When the necessary material is not available from the normal excavation or grading operations and no separate item for Borrow Excavation is included in the Contract, any backfill material obtained by increasing the volume of excavation within the roadway right of way will be measured and paid for as regular excavation subject to the provisions of 9-3.2.2.

(d) When authorization is given for obtaining the material from outside the right of way and from other than designated borrow areas, such excavation will be paid for as unforeseeable work.

(e) Where pipe bedding is provided, as specified in 125-8, by the use of select granular material, the quantity of such select material obtained either as commercial material or from material from the grading operations other than in the immediate vicinity of the pipe to be bedded, as authorized by the Engineer, will be paid for at the Contract price per cubic yard [cubic meter] for Select Bedding Material. No payment for this material will be made for material available from the excavation for the pipe culvert or from other material available from the grading operations at a location not sufficiently remote as to require loading on trucks.

**125-12.8 Pay Items:** Payment for the work under this Section, when provided for directly, shall be made under:

Item No. 125- 1- Excavation for Structures - per cubic yard.

Item No. 2125- 1- Excavation for Structures - per cubic meter.

Item No. 125- 3- Select Bedding Material - per cubic yard.

Item No. 2125- 3- Select Bedding Material - per cubic meter.

## **STABILIZING (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). (REV 01-00) (1-13)**

### **SECTION 160 STABILIZING**

#### **160-1 Description.**

Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade, having the required bearing value specified in the plans. When specified in the plans, provide additional strengthening of the subbase by additional stabilizing of the upper portion of the previously stabilized subgrade, within the limits specified.

#### **160-2 Stabilized Subgrade.**

For stabilized subgrade, the Contractor may choose the type of material, Commercial or Local.

When the stabilizing is designated as Type B, the Engineer will determine compliance with the bearing value requirements by the Limerock Bearing Ratio (LBR) Method. If approved by the Engineer and only for materials requiring an LBR value of 40, the Engineer may omit Sections 6.0 and 6.1 of Florida Method of Test for Limerock Bearing Ratio (FM 5-515) and perform an Unsoaked LBR Test. The Engineer or the Contractor may request to use this method. If the Unsoaked LBR Test results in a failing test, then the Engineer will perform a standard Soaked LBR Test. When the stabilizing is designated as Type C, the

Engineer will determine compliance by the Florida Soil Bearing Test.

The Contractor is responsible to make the finished roadbed section meet the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, the Department will make full payment for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing materials from other sources within the limits of the stabilizing.

After substantially completing the roadbed grading operations, determine the type and quantity (if any) of stabilizing material necessary for compliance with the bearing value requirements. Notify the Engineer of the approximate quantity to be added. Obtain the Engineer's approval for spreading and mixing-in of such quantity of materials to achieve uniformity and effectiveness.

The Engineer may allow, at no additional cost to the Department, the substitution of 6 inches [150 mm] of Granular Subbase meeting the requirements of Section 290, when 12 inches [300 mm] of Type B Stabilization requiring an LBR value of 40 is specified.

### **160-3 Stabilized Subbase.**

When Stabilized Subbase is required, after the mixing operations for the stabilization of the entire subgrade limits, strengthen the upper portion of the subgrade, within the limits shown, by adding and mixing-in a loose depth of commercial stabilizing material as designated in the plans or as may be otherwise designated by the Engineer. Provide a minimum depth of spread 3 inches [75 mm] (loose measurement).

### **160-4 Materials.**

**160-4.1 Commercial and Local Materials:** Meet the requirements of Section 914 for the particular type of stabilizing material to be used.

**160-4.2 Use of Materials from Existing Base:** When the use of materials from an existing base is required as all, or a portion, of the stabilizing additives, the Engineer will direct the location, placement, and distribution of such materials. Perform this work prior to the spreading of any additional commercial or local materials. Do not remove any section of existing base until the need for it in maintaining traffic is fulfilled.

The Engineer may direct the Contractor to use materials from an existing base in combination with either of the designated types of stabilizing.

### **160-5 Construction Methods.**

**160-5.1 General:** Prior to the beginning of stabilizing operations, construct the area to be stabilized to an elevation such that, upon completion of stabilizing operations, the completed stabilized subgrade will conform to the lines, grades, and cross-section shown in the plans. Prior to spreading any additive stabilizing material, bring the surface of the roadbed to a plane approximately parallel to the plane of the proposed finished surface.

The Contractor may process the subgrade to be stabilized in one course, unless the equipment and methods being used do not provide the required uniformity, particle size limitation, compaction, and other desired results, in which case, the Engineer will direct that the processing be done in more than one course.

**160-5.2 Application of Stabilizing Material:** When additive stabilizing materials are required, spread the designated quantity uniformly over the area to be stabilized.

When materials from an existing base are to be used in the stabilizing at a particular location, place and spread all of such materials prior to the addition of other stabilizing additives.

Spread commercial stabilizing material by the use of mechanical material spreaders, except that where use of such equipment is not practicable, use other means of spreading, but only upon written approval of the proposed alternate method.

**160-5.3 Mixing:** Perform mixing using rotary tillers or other equipment meeting the approval of the Engineer. The Contractor may mix the materials in a plant of an approved type suitable for this work. Thoroughly mix the area to be stabilized throughout the entire depth and width of the stabilizing limits.

Perform the mixing operations, as specified, (either in place or in a plant) regardless of whether the existing soil, or any select soils placed within the limits of the stabilized sections, have the required bearing value without the addition of stabilizing materials.

As an exception to the above mixing requirements, where the subgrade is of rock, the Engineer may waive the mixing operations (and the work of stabilizing), and the Department will not pay for stabilization for such sections of the roadway.

**160-5.4 Maximum Particle Size of Mixed Materials:** At the completion of the mixing, ensure that the gradation of the material within the limits of the area being stabilized is such that 97% will pass a 3/4 inch [90 mm] sieve and that the material does not have a plasticity index greater than eight or liquid limit greater than 30. Note that clay balls or lumps of clay size particles (2 microns or less) [(2 μm or less)] and therefore cannot be considered as individual particle sizes. Remove any materials not meeting the plasticity requirements from the stabilized area. The Contractor may break down or remove from the stabilized area materials not meeting the gradation requirements.

**160-5.5 Compaction:** Except where a stabilized subbase is also to be constructed (as specified in 160-6), after completing the mixing operations and satisfying the requirements for bearing value, uniformity, and particle size, compact the stabilized area in accordance with 160-8. Compact the materials at a moisture content permitting the specified compaction. If the moisture content of the material is improper for attaining the specified density, either add water or allow the material to dry until reaching the proper moisture content for the specified compaction.

**160-5.6 Finish Grading:** Shape the completed stabilized subgrade to conform with the finished lines, grades, and cross-section indicated in the plans. Check the subgrade using elevation stakes or other means approved by the Engineer.

**160-5.7 Requirements for Condition of Completed Subgrade:** After completing the stabilizing and compacting operations, ensure that the subgrade is firm and substantially unyielding to the extent that it will support construction equipment and will have the bearing value required by the plans.

Remove all soft and yielding material, and any other portions of the subgrade which will not compact readily, and replace it with suitable material so that the whole subgrade is brought to line and grade, with proper allowance for subsequent compaction.

**160-5.8 Maintenance of Completed Subgrade:** After completing the subgrade as specified above, maintain it free from ruts, depressions, and any damage resulting from the hauling or handling of materials, equipment, tools, etc. The Contractor is responsible for maintaining the required density until the subsequent base or pavement is in place including any repairs, replacement, etc., of curb and gutter, sidewalk, etc., which might become necessary in order to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade. Perform any such recompaction at no expense to the Department. Construct and maintain ditches and drains along the completed subgrade section.

## **160-6 Stabilized Subbase (Additional Strengthening of Upper Portion).**

When a stabilized subbase is to be constructed in conjunction with the stabilization operations, after the mixing of the stabilization area as specified in 160-5.3, and determination that the bearing value requirements specified in 160-7 have been met, shape the area over which the stabilized subbase is to be constructed as provided in 160-5.1, and compact it sufficiently to provide a firm surface for the operations to follow. Spread the amount of commercial stabilizing material specified in 160-3 for this operation, in accordance with 160-5.2, and mix it to the depth indicated in the plans, in accordance with 160-5.3. Allow a tolerance of 1 inch [25 mm] in excess of the plan depth in this mixing. The Engineer will not perform any additional tests for bearing value after the mixing of materials for the Stabilized Subbase.

Compact and finish grading, as specified in 160-5.5 and 160-5.6, and meet the provisions of 160-5.4, 160-5.7, and 160-5.8 for this work.

When commercial materials are used as the stabilizing additives for the initial subgrade stabilization, the Engineer may eliminate the work of Stabilized Subbase, either entirely or in designated sections of the

overall limits for this work as may be specified in the plans.

**160-7 Bearing Value Requirements.**

**160-7.1 General:** The Engineer will obtain and test bearing value samples at completion of satisfactory mixing of the stabilized area. For any area where the bearing value obtained is deficient from the value indicated in the plans, in excess of the tolerances established herein, spread and mix additional stabilizing material in accordance with 160-5.3. Perform this reprocessing for the full width of the roadway being stabilized and longitudinally for a distance of 50 feet [15 m] beyond the limits of the area in which the bearing value is deficient.

The Contractor shall make his own determination of the quantity of additional stabilizing material to be used in reprocessing.

**160-7.2 Tolerances in Bearing Value Requirements:** Use the following undertolerances from the specified bearing value, as based on tests performed on samples obtained after completing mixing operations:

Specified Bearing Value	Undertolerance
LBR 40	5.0
LBR 35	4.0
LBR 30 (and under)	2.5
All Florida Bearing Values	5.0

The following unsoaked bearing value requirement is based on tests performed on samples obtained after completing mixing operations:

Specified Bearing Value	Unsoaked Bearing Value Required	Undertolerance
LBR 40	LBR 43	0.0

**160-8 Density Requirements.**

**160-8.1 General:** Within the entire limits of the width and depth of the areas to be stabilized, other than as provided in 160-8.2, obtain a minimum density at any location of 98% of the maximum density as determined by AASHTO T 180. When bearing value determinations are made by the Florida Soil Bearing Test, the Engineer will use Test Method C of AASHTO T 180, and, when bearing value determinations are made by the Limerock Bearing Ratio Method, the Engineer will use Test Method D of AASHTO T 180 (as modified by the Department's Research Bulletin 22-B, Revised April, 1972).

**160-8.2 Exceptions to Density Requirements:** The Contractor need not obtain the minimum density specified in 160-8.1 if within the following limits:

(a) The width and depth of areas which are to be subsequently incorporated into a base course under the same contract.

(b) The upper 6 inches [150 mm] of areas to be grassed under the same contract.

Compact these areas to a reasonably firm condition as directed by the Engineer.

**160-9 Method of Measurement.**

**160-9.1 Type B Stabilization and Type C Stabilization:** The quantity to be paid for will be the plan quantity, in square yards [square meters], completed and accepted.

**160-9.2 Stabilized Subbase:** The quantity to be paid for will be the area, in square yards [square meters], completed and accepted.

**160-9.3 Commercial Stabilizing Material:** The quantity to be paid for separately will be determined by measurement, loose volumes, in truck bodies, at the point of unloading.

## **160-10 Basis of Payment.**

**160-10.1 Type B Stabilization and Type C Stabilization:** Price and payment will constitute full compensation for all work specified in this Section applicable to these types of Stabilization, including furnishing and spreading of all stabilizing material required and any reprocessing of stabilization areas necessary to attain the specified bearing value.

**160-10.2 Stabilized Subbase:** Price and payment will constitute full compensation for the work of incorporating the additional commercial stabilizing material into the designated subbase area.

**160-10.3 Commercial Stabilizing Material:** Price and payment will be full compensation for furnishing and spreading commercial stabilizing material.

No separate payment will be made for any commercial stabilizing material which the Contractor may elect to use in Type B or Type C Stabilization.

No separate payment will be made for the work of using materials from an existing base, in the stabilizing section.

**160-10.4 General:** The above prices and payments will constitute full compensation for all work and materials specified in this Section, specifically including all costs of the processing and incorporation of existing base materials into the proposed stabilization area when such work is required by the plans.

If the item of Borrow Excavation is included in the Contract, any stabilizing materials obtained from designated borrow areas will be included in the pay quantity for Borrow Excavation.

**160-10.5 Payment Items:** Payment will be made under:

- Item No. 160- 3- Commercial Stabilizing Material - per cubic yard.
- Item No. 2160- 3- Commercial Stabilizing Material - per cubic meter.
- Item No. 160- 4- Type B Stabilization - per square yard.
- Item No. 2160- 4- Type B Stabilization - per square meter.
- Item No. 160- 5- Type C Stabilization - per square yard.
- Item No. 2160- 5- Type C Stabilization - per square meter.
- Item No. 160- 6- Stabilized Subbase - per square yard.
- Item No. 2160- 6- Stabilized Subbase - per square meter.

## **STABILIZED SUBBASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).**

**(REV 01-00) (1-13)**

### **SECTION 180 STABILIZED SUBBASE**

#### **180-1 Description.**

Construct a Stabilized Subbase composed of roadbed soil stabilized with commercial stabilizing material.

#### **180-2 Stabilizing Material.**

Use commercial stabilizing material meeting the requirements of 914-3.1 for roadbed construction, as amended herein.

#### **180-3 Preparation of Roadbed and Rate of Spread for Stabilizing Material.**

Before beginning stabilizing operations, complete the area to be stabilized to a grade and typical cross-section parallel to the finished elevation of the stabilized subbase. Dispose of surplus excavated materials resulting from this work as set forth in 120-5.

As an exception to the above, if the typical section does not include curb and gutter construction, the Engineer will authorize raising the finished stabilized subbase elevation to allow for excess bulking caused by adding commercial stabilizing material. Raise the overlying base and pavement course a corresponding distance. The pay quantity for Embankment will not be adjusted when the finished elevation of the completed roadway is raised in accordance with the above.

When the commercial stabilizing material to be used is known, the Engineer will determine the rate of spread from laboratory tests of blends of roadway material sampled after roadbed grading operations are completed to the approximate elevation of the finished subbase over a substantial section of the project. The Engineer will verify the rate of spread as to field performance using test sections described below.

Approximately 30 days before beginning stabilized subbase operations, construct a trial section approximately 1,000 feet [300 m] in length using the commercial stabilizing material selected for project use. The Engineer will designate the rate of spread of commercial stabilizing material for the trial section. The rate within the trial section may vary to provide up to four subsections. During the 30 day period, the Engineer will evaluate the test section based on appropriate sampling, testing and observation of the subbase's capability to remain firm and unyielding when subjected to construction equipment loading.

If soil characteristics in the upper portion of the roadway vary significantly between project sections or if the commercial stabilizing material is from more than one source, the Engineer will require construction of additional trial sections.

Schedule operations to allow time for evaluation of the trial section.

#### **180-4 Incorporation of Stabilizing Material and Mixing-In.**

**180-4.1 Spreading and Mixing:** Place the stabilizing material on areas to be stabilized and spread uniformly to the loose depth shown in the plans or ordered by the Engineer. Use mechanical material spreaders, unless the Engineer approves other means of controlling the spread. Mix the stabilizing material thoroughly with the soil using rotary tillers or other approved equipment capable of achieving a satisfactory blend. Mix as soon as practicable but no later than one week after placing the stabilizing material. Thoroughly mix the area throughout the entire depth and width of the stabilized subbase.

**180-4.2 Maximum Particle Size of Mixed Materials:** After mixing, all material particles within the stabilized subbase limits shall pass a 3 1/2 inch [90 mm] sieve. Remove particles not meeting this requirement or break them down to meet this requirement.

**180-4.3 Plant Mixing:** Provided that a uniform mixture containing the proper amount of water is achieved, a central plant mix method may be used for soil mixing instead of mixing in place.

**180-4.4 Depth of Mixing Stabilizing Material:** Mix the stabilizing material to the nominal depth shown in the plans. The following tolerances over or under the specified depth will be allowed:

Plan Depth	Tolerance
8 inches [200 mm] or less	1 inch [25 mm]
Over 8 inches [200 mm]	2 inches [50 mm]

If the measured mixing depth is less than the minimum specified above, remix the stabilized subbase until the stabilizing material is distributed throughout the subbase course to the required depth.

Where the measured mixing depth exceeds the maximum specified, add 1 inch [25 mm] of stabilizing material (loose measure) for each 1 inch [25 mm] exceeding the allowable depth (but in no case less than 1 inch [25 mm] of material) in the top 6 inches [150 mm] of the subbase. Work or materials to correct the above deficiency will be at no expense to the Department.

The Engineer may waive the above remixing requirements or adding stabilizing material and remixing for Stabilized Subbase that serves solely as a working platform for concrete paving equipment, if the original subbase is firm and substantially unyielding.

**180-5 Compaction.**

Shape and compact the subbase after the mixing operations are complete. The minimum density acceptable is 98% of the maximum density determined by AASHTO T 180. Use Test Method D of AASHTO T 180 (as modified by the Department’s Research Bulletin 22-B, Revised April, 1972). The specified density is not required in the upper 6 inches [150 mm] of areas to be grassed.

The Engineer may waive the density requirement for Stabilized Subbase that serves solely as a working platform for concrete paving equipment, if the subbase as compacted is firm and substantially unyielding.

Compact the materials at a moisture content to allow the specified density be attained. Add water or allow the material to dry to achieve the proper moisture content for adequate compaction.

**180-6 Finish Grading.**

**180-6.1 General:** Shape the completed stabilized subbase to conform with the finished lines, grades and cross section indicated in the plans. Check the subbase by using elevation stakes, or other means approved by the Engineer.

Do not dispose of surplus excavated materials on shoulders to be grassed or sodded.

**180-6.2 Working Platforms for Econocrete Base on Through Lanes:** Immediately prior to placing of roadway Econocrete Base, trim the subbase with an automatically controlled subgrade trimming machine, as specified in 350-3.2, to a tolerance of 1/8 inch [3 mm] above or below true grade as established by the taut line set for vertical control of the machine. Trim across the entire width to be paved in each pass of the paving train (including the area on which the slipform paver tracks will operate) in a single pass. The Engineer will check the area of the

subbase where the slipform paver tracks will operate for proper elevation by measuring from a stringline stretched across the taut lines placed for vertical control of the subgrade trimming machine. Provide labor necessary to assist in taking such measurements.

**180-7 Requirements for Condition of Completed Subbase.**

After the stabilizing and compacting operations, ensure that the subbase is firm and substantially unyielding to support construction equipment.

Remove and replace with a suitable material, all soft and yielding material, and any other portions of the subbase that will not compact readily. Bring the whole subbase to line and grade, with proper allowance for subsequent compaction.

**180-8 Maintenance of Completed Subbase.**

Maintain the completed subbase free from ruts, depressions and any damage resulting from the hauling or handling of materials, equipment, tools, etc. Maintain the required density until the subsequent base is in place. Recompaction will be at no expense to the Department.

**180-9 Method of Measurement.**

The quantity to be paid for will (1) be plan quantity, in square yards [square meters] of stabilized subbase, completed and accepted, and (2) the volume in cubic yards [cubic meters] of commercial stabilizing material, applied on the road and accepted.

The quantity of Commercial Stabilizing Material will be determined by measurement in a loose condition, leveled in truck bodies at the placement location.

**180-10 Basis of Payment.**

Prices and payments will be full compensation for all the work in this Section including furnishing, hauling, placing and spreading all stabilizing material, and mixing, compacting, finishing and maintaining the subbase. The costs of necessary excavation below the finished grade of the subbase to place the stabilizing material, and the disposal of all surplus excavation, will also be included.

No additional compensation will be made for any of the work or material required to correct over or under depth mixing as specified in 180-4.4.

Payment shall be made under:

- Item No. 180- 70- Stabilized Subbase (12 inches) - per square yard.
- Item No. 2180- 70- Stabilized Subbase (300 mm) - per square meter.
- Item No. 180- 71- Commercial Stabilizing Material (Special) - per cubic yard.
- Item No. 2180- 71- Commercial Stabilizing Material (Special) - per cubic meter.

**LIMEROCK BASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).**  
**(REV 01-00) (1-13)**

**SECTION 200**  
**LIMEROCK BASE**

**200-1 Description.**

Construct a base composed of limerock.

**200-2 Materials.**

Meet the requirements of Section 911. The Contractor may use more than one source of limerock on a single Contract provided that a single source is used throughout the entire width and depth of a section of base. Obtain approval from the Engineer before placing material from more than one source. Place material to ensure total thickness single source integrity at any station location of the base. Intermittent placement or "Blending" of sources is not permitted. Limerock may be referred to hereinafter as "rock".

Do not use any of the existing limerock base that is removed to construct the new limerock base.

**200-3 Equipment.**

Use mechanical rock spreaders, equipped with a device that strikes off the rock uniformly to laying thickness, capable of producing even distribution. For crossovers, intersections and ramp areas; roadway widths of 20 feet [6 m] or less; the main roadway area when forms are used and any other areas where the use of a mechanical spreader is not practicable; the Contractor may spread the rock using bulldozers or blade graders.

**200-4 Transporting Limerock.**

Transport the limerock to its point of use, over rock previously placed, if practicable, and dump it on the end of the preceding spread. Hauling and dumping on the subgrade will be permitted only when, in the Engineer's opinion, these operations will not be detrimental to the subgrade.

**200-5 Spreading Limerock.**

**200-5.1 Method of Spreading:** Spread the rock uniformly. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.

**200-5.2 Number of Courses:** When the specified compacted thickness of the base is greater than 6 inches [150 mm], construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches [75 mm]. The thickness of the first course may be increased to bear the weight of the construction equipment without disturbing the subgrade.

If, through field tests, the Contractor can demonstrate that the compaction equipment can achieve density for the full depth of a thicker lift, and if approved by the Engineer, the base may be constructed in successive courses of not more than 8 inches [200 mm] compacted thickness.

The Engineer's approval will be based on results of a test section constructed using the Contractor's specified compactive effort. Approval requires the compactive effort pass a minimum of five density tests with no failing tests. Construct a test section between 300 feet [90 m] and 1,000 feet [300 m] in length, full width. At each test site, the bottom 6 inches [150 mm] must be tested and pass. Remove the materials above the bottom 6 inches [150 mm], at no expense to the Department. The minimum density required on the thicker lift will be the average of the five results obtained on the thick lift in the passing test section. Maintain the exposed surface as close to "undisturbed" as possible; no further compaction will be permitted during the test preparation. If unable to achieve the required density, remove and replace or repair the test section to comply with the specifications at no additional expense to the Department.

Once approved, a change in the source of base material will require the construction of a new test section. The compactive effort will not be allowed to change once the test section is approved. The Engineer will periodically verify the density of the bottom 6 inches [150 mm] during thick lift operations.

The Department may terminate the use of thick lift construction and have the Contractor revert to the 6 inch [150 mm] maximum lift thickness if satisfactory results are not being achieved.

**200-5.3 Limerock Base for Shoulder Pavement:** Unless otherwise permitted, complete all limerock base shoulder construction at any particular location before placing the final course of pavement on the traveled roadway. When dumping material for the construction of a limerock base on the shoulders, do not allow material capable of scarring or contaminating the pavement surface on the adjacent pavement. Immediately sweep off any limerock material that is deposited on the surface course.

## **200-6 Compacting and Finishing Base.**

### **200-6.1 General:**

**200-6.1.1 Single Course Base:** After spreading, scarify the entire surface, then shape the base to produce the required grade and cross-section after compaction.

**200-6.1.2 Multiple Course Base:** Clean the first course of foreign material, then blade and bring it to a surface cross-section approximately parallel to the finished base. Before spreading any material for the upper courses, allow the Engineer to make density tests for the lower courses to determine that the required compaction has been obtained. After spreading the material for the top course, finish and shape its surface to produce the required grade and cross-section, free of scabs and laminations, after compaction.

**200-6.2 Moisture Content:** When the material does not have the proper moisture content to ensure the required density, wet or dry it as required. When adding water, uniformly mix it in by disking to the full depth of the course that is being compacted. During wetting or drying operations, manipulate, as a unit, the entire width and depth of the course that is being compacted.

**200-6.3 Density Requirements:** When proper moisture conditions are attained, compact the material to not less than 98% of maximum density determined by AASHTO T 180.

Compact the limerock base for shoulder pavement to not less than 95% of the maximum density determined under AASHTO T 180.

**200-6.4 Density Tests:** The Engineer will perform at least three density determinations on each day's final compaction operations on each course, and at more frequent intervals, if deemed necessary.

During final compacting operations, blade any areas necessary to obtain the true grade and cross-section before making the Engineer the density tests on the finished base.

### **200-6.5 Correction of Defects:**

**200-6.5.1 Contamination of Base Material:** If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact as specified above. Perform this work at no expense to the Department.

**200-6.5.2 Cracks and Checks:** If cracks or checks appear in the base, either before or after priming, which, in the opinion of the Engineer, would impair the structural efficiency of the base, remove the cracks or checks by rescarifying, reshaping, adding base material where necessary, and recompacting.

**200-6.6 Compaction of Widening Strips:** Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compact the base using vibratory compactors, trench rollers or other special equipment which will achieve the density requirements specified herein.

When multiple course base construction is required, compact each course prior to spreading material for the overlaying course.

## **200-7 Testing Surface.**

Check the finished surface of the base course with a template cut to the required crown and with a 15 foot [4.572 m] straightedge laid parallel to the centerline of the road. Correct all irregularities greater than

¾ inch [6 mm] to the satisfaction of the Engineer by scarifying and removing or adding rock as required, and recompact the entire area as specified hereinbefore.

### **200-8 Priming and Maintaining.**

**200-8.1 Priming:** Apply the prime coat only when the base meets the specified density requirements and when the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. At the time of priming, ensure that the base is firm, unyielding and in such condition that no undue distortion will occur.

**200-8.2 Maintaining:** Maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

### **200-9 Thickness Requirements.**

Meet the requirements of 285-6.

### **200-10 Calculations for Average Thickness of Base.**

Calculations for determining the average thickness of base will be made in accordance with 285-7.

### **200-11 Method of Measurement.**

**200-11.1 General:** The quantity to be paid for will be the plan quantity, adjusted as specified below.

**200-11.2 Authorized Normal Thickness Base:** The surface area of authorized normal thickness base to be adjusted will be the plan quantity as specified above, omitting any areas not allowed for payment under the provisions of 200-9 and omitting areas which are to be included for payment under 200-11.3. The adjustment shall be made by adding or deducting, as appropriate, the area of base represented by the difference between the calculated average thickness, determined as provided in 200-10, and the specified normal thickness, converted to equivalent square yards [square meters] of normal thickness base.

**200-11.3 Authorized Variable Thickness Base:** Where the base is constructed to a compacted thickness other than the normal thickness as shown on the typical section in the plans, as specified on the plans or ordered by the Engineer for providing additional depths at culverts or bridges, or for providing transitions to connecting pavements, the volume of such authorized variable thickness compacted base will be calculated from authorized lines and grades, or by other methods selected by the Engineer, converted to equivalent square yards [square meters] of normal thickness base for payment.

### **200-12 Basis of Payment.**

Price and payment will be full compensation for all the work specified in this Section, including correcting all defective surface and deficient thickness, removing cracks and checks as provided in 200-6.5.2, and the additional limerock required for crack elimination.

Prime coat will be paid for under Section 300.

Payment shall be made under:

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

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

## **GRADED AGREGATE BASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).**

**(REV 1-13)**

### **GRADED AGGREGATE BASE**

#### **204-1 Description.**

Construct a base course composed of graded aggregate.

**204-2 Materials.**

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

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

Use graded aggregate base material of uniform quality throughout, substantially free from vegetable matter, shale, lumps and clay balls, and having a Limerock Bearing Ratio value of not less than 100. Use material retained on the No. 10 [2.00 mm] sieve composed of aggregate meeting the following requirements:

- Soundness Loss, Sodium, Sulfate: AASHTO T 104.....15%
- Percent Wear: AASHTO T 96 (Grading A)
  - Group 1 Aggregates .....45%
  - Group 2 Aggregates .....65%
- Group 1: This group of aggregates is composed of limestone, marble, or dolomite.
- Group 2: This group of aggregates is composed of granite, gneiss, or quartzite.

Use graded aggregate base material meeting the following gradation:

Sieve Size	Percent by Weight Passing
2 inch [50 mm]	100
1 1/2 inch [37.5 mm]	95 to 100
3/4 inch [19.0 mm]	65 to 90
1/2 inch [9.5 mm]	45 to 75
No. 4 [4.75 mm]	35 to 60
No. 10 [2.00 mm]	25 to 45
No. 50 [300 µm]	5 to 25
No. 200 [75 µm]	0 to 10

For Group 1 aggregates, ensure that the fraction passing the No. 40 [425 µm] sieve has a Plasticity Index (AASHTO T 90) of not more than 4.0 and a Liquid Limit (AASHTO T 89) of not more than 25, and contains not more than 67% of the weight passing the No. 200 [75 µm] sieve.

For Group 2 aggregates, ensure that the material passing the No. 10 [2.00 mm] sieve has a sand equivalent (AASHTO T 176) value of not less than 28.

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

**204-3 Equipment.**

Provide equipment meeting the requirements of 200-3.

**204-4 Transporting Aggregate.**

Transport aggregate as specified in 200-4.

**204-5 Spreading Aggregate.**

Spread aggregate as specified in 200-5.

**204-6 Compacting and Finishing Base.**

**204-6.1 General:**

**204-6.1.1 Single-Course Base:** Construct as specified 200-6.1.1.

**204-6.1.2 Multiple-Course Base:** Construct as specified 200-6.1.2.

**204-6.2 Moisture Content:** Meet the requirements of 200-6.2.

**204-6.3 Density Requirements:** After attaining the proper moisture conditions, uniformly compact the material to a density of not less than 100% of the maximum density as determined by AASHTO T 180. Ensure that the minimum density that will be acceptable at any location outside the traveled roadway (such as intersections, crossovers, turnouts, etc.) is 98% of the maximum density.

**204-6.4 Density Tests:** Meet the requirements of 200-6.4.

**204-6.5 Correction of Defects:** Meet the requirements of 200-6.5.

**204-6.6 Dust Abatement:** Minimize the dispersion of dust from the base material during construction and maintenance operations by applying water or other dust control materials.

#### **204-7 Testing Surface.**

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

#### **204-8 Priming and Maintaining.**

Meet the requirements of 200-8.

#### **204-9 Thickness Requirements.**

Meet the requirements of 285-6.

#### **204-10 Calculations for Average Thickness of Base.**

Calculations for determining the average thickness of base will be made in accordance with 285-7.

#### **204-11 Method of Measurement.**

**204-11.1 General:** The quantity to be paid for will be the area, in square yards [square meters], completed and accepted.

**204-11.2 Authorized Normal Thickness Base:** The surface area of authorized normal thickness base will be calculated as specified in 9-1.3, omitting any areas not allowed for payment under the provisions of 204-9 and omitting areas which are to be included for payment under 204-11.3. The area for payment, of authorized normal thickness base, will be the surface area determined as provided above, adjusted by adding or deducting, as appropriate, the area of base represented by the difference between the calculated average thickness, determined as provided in 204-10, and the specified normal thickness, converted to equivalent square yards [square meters] of normal thickness base.

**204-11.3 Authorized Variable Thickness Base:** As specified in 200-11.3.

#### **204-12 Basis of Payment.**

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

Prime coat will be paid for under Section 300.

Payment will be made under:

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

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

**SUPERPAVE HOT MIX ASPHALT (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).  
(REV 12-19-03) (1-13)**

**SECTION 334  
SUPERPAVE HOT MIX ASPHALT  
FOR LOCAL AGENCIES**

**334-1 Description.**

**334-1.1 General:** Construct a Superpave Hot Mix Asphalt pavement for local agencies using the type of mixture specified in the Contract, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

All test methods designated as FM refer to the FDOT Florida Sampling and Testing Methods. All references to the Department shall mean the local agency. All references to the Engineer shall mean the designated Engineer of the local agency. Any incorrect references to FDOT specifications, test methods, or standards should be brought to the attention of the Engineer for clarification.

Meet the requirements of Section 320 for plant and equipment, and meet the general construction requirements of Section 330.

The Engineer will accept the work based on one of the following methods as described in 334-5: 1) Certification, 2) Certification and process control testing by the Contractor, 3) acceptance testing by the Agency or 4) other method(s) as determined by the Contract.

**334-1.2 Traffic Levels:** The requirements for Type SP Hot Mix Asphalt mixtures are based on the design traffic level of the project, expressed in 18-Kip Equivalent Single Axle Loads (ESAL's). The traffic levels are as shown in Table 334-1.

Table 334-1 Superpave Traffic Levels		
Traffic Level	Million ESAL's	Typical Applications
A	<0.3	Local roads, county roads, city streets where truck traffic is light or prohibited.
B	0.3 to <3	Collector roads, access streets. Medium duty city streets and majority of county roadways
C	3 to < 10	
D	10 to <30	Medium to heavy traffic city streets, many state routes, US highways, some rural interstates.
E	≥30	US Interstate class roadways.

The traffic level(s) for the project are as specified in the Contract. In situations where the design traffic level is not specified in the Contract, use a Traffic Level C mix. Where Type S Hot Mix Asphalt is specified in the Contract, if approved by the Engineer, the equivalent fine Type SP Hot Mix Asphalt mixture (Traffic Level C) may be selected as an alternate at no additional cost to the Department. The equivalent mixes are as follows:

Type S-I .....	Type SP-12.5
Type S-II .....	Type SP-19.0
Type S-III.....	Type SP-9.5

**334-1.3 Layer Thicknesses:** Use only fine graded Superpave mixes. Fine graded mixes are defined as having a gradation that passes above the restricted zone when plotted on an FHWA 0.45 Power Gradation Chart.

**334-1.3.1 Fine Mixes:** The allowable structural layer thicknesses for fine Type SP Hot Mix Asphalt mixtures are as follows:

Type SP-9.5.....	3/4 – 1 1/4 inches
Type SP-12.5.....	1 1/4 – 2 1/2 inches
Type SP-19.0.....	2- 2 3/4 inches

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

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

Type SP-12.5 - May not be used in the first layer of courses over 3 1/2 inches thick, nor in the first layer of courses over 2 3/4 inches thick on limited access facilities.

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

**334-1.3.2 Additional Requirements:** The following requirements also apply to fine Type SP Hot Mix Asphalt mixtures:

1. A minimum 1 1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).
2. When construction includes the paving of adjacent shoulders ( $\leq 5$  feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.
3. All overbuild layers shall be Type SP Hot Mix Asphalt designed at the traffic level as stated in the Contract. Use the minimum and maximum layer thicknesses as specified in 334-1.3.1 unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans.

**334-2 Materials.**

**334-2.1 General Requirements:** Meet the material requirements specified in Division III. Specific references are as follows:

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

Crushed Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable specifications.

**334-2.2 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 Table 334-2. Aggregates from various sources may be combined.

Table 334-2 Aggregate Gradation Control Points (Gradation Design Ranges)						
	Superpave Mixture (Percent Passing)					
	SP-9.5		SP-12.5		SP-19.0	
Sieve Size	Min.	Max.	Min.	Max.	Min.	Max.
1 inch	-	-	-	-	100	-
3/4 inch	-	-	100	-	90	100
1/2 inch	100	-	90	100	-	90
3/8 inch	90	100	-	90	-	-
No. 4	-	90	-	-	-	-
No. 8	32	67	28	58	23	49
No. 200	2	10	2	10	2	8

**334-2.3 Restricted Zone:** The gradation identified in 334-2.2 shall pass above the restricted zone specified in Table 334-3.

**334-2.4 Aggregate Consensus Properties:** Meet the following consensus properties at design for the aggregate blend:

**334-2.4.1 Coarse Aggregate Angularity:** When tested in accordance with ASTM D 5821, meet the coarse aggregate angularity requirement defined in Table 334-4.

**334-2.4.2 Fine Aggregate Angularity:** When tested in accordance with AASHTO T-304, meet the fine aggregate angularity requirement defined in Table 334-5.

Table 334-3 Aggregate Gradation Restricted Zone (Design Only)						
Sieve Size within Restricted Zone	Boundaries of Restricted Zone Superpave Mixture (Percent Passing)					
	SP-9.5		SP-12.5		SP-19.0	
	Min.	Max.	Min.	Max.	Min.	Max.
No. 4	-	-	-	-	-	-
No. 8	47.2	47.2	39.1	39.1	34.6	34.6
No. 16	31.6	37.6	25.6	31.6	22.3	28.3
No. 30	23.5	27.5	19.1	23.1	16.7	20.7

Table 334-4 Coarse Aggregate Angularity Criteria (Minimum Percent Fractured Faces)				
Traffic Level	Depth of Top of Pavement Layer From Surface			
	≤4 inches		>4 inches	
	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)
A	55	-	-	-
B	75	-	50	-
C	85	80	60	-
D	95	90	80	75
E	100	100	100	100

Table 334-5 Fine Aggregate Angularity Criteria		
Traffic Level	Depth of Top of Pavement Layer From Surface	
	≤4 inches	>4 inches
	Minimum Uncompacted Void Content (%)	Minimum Uncompacted Void Content (%)
A	-	-
B	40	40
C	45	40
D	45	40
E	45	45

**334-2.4.3 Flat and Elongated Particles:** When tested in accordance with ASTM D 4791, use a ratio of maximum to minimum dimensions of 5:1 and do not exceed 10% as the maximum amount of flat and elongated particles for the coarse aggregate blend for all projects with Traffic Levels B and higher. This criteria does not apply for Traffic Level A.

**334-2.4.4 Clay Content:** When tested in accordance with AASHTO T 176, meet the sand equivalent value for fine aggregate blend defined in Table 334-6.

Table 334-6 Clay Content	
Traffic Level	Sand Equivalent Minimum (%)
A	40
B	40
C	45
D	45
E	50

**334-2.5 Use of Reclaimed Asphalt Pavement:**

**334-2.5.1 General Requirements:** Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture subject to the following:

1. The Contractor assumes responsibility for the design of asphalt mixes which incorporate RAP as a component material.
2. For design purposes, the Contractor assumes responsibility for establishing accurate specific gravity values for the RAP material. This may be accomplished by one of the following methods:

a) Calculation of the bulk specific gravity value based upon the effective specific gravity of the RAP, determined on the basis of the asphalt binder content and maximum specific gravity. The Engineer will approve the estimated asphalt binder absorption value used in the calculation.

b) Testing of the extracted aggregate obtained through a vacuum extraction or ignition oven extraction.

3. For projects with Traffic Levels D and E, do not permit the amount of RAP material used in the mix to exceed 30% by weight of total aggregate. For projects with Traffic Levels A, B and C, do not permit the amount of RAP material used in the mix to exceed 50% by weight of total aggregate.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

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

5. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

6. Provide RAP having a minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

**334-2.5.2 Binder for Mixes with RAP:** Select the appropriate binder based on Table 334-7. The Engineer reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to make changes during production. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises. Obtain a sample of the mixture for the Engineer within the first 1,000 tons and at a frequency of approximately one per 4,000 tons of mix.

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

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

334-2.6 Use of Recycled Crushed Glass: Recycled crushed glass may be used as a component of the bituminous mixture subject to the following:

1. Consider the recycled crushed glass a local material and meet all requirements specified in 902-6.
2. Limit the amount of recycled crushed glass in any bituminous mixture to a maximum of 15% of the total aggregate weight.
3. Use an asphalt binder that contains a minimum of 0.5% anti-stripping agent from the Department’s Qualified Products List. The addition of the specified amount of anti-stripping agent must be certified by the supplier.
4. Do not use recycled crushed glass in friction course mixtures or in structural course mixtures, which are to be used as the final wearing course.

**334-3 General Composition of Mixture.**

**334-3.1 General:** Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the approved mix design. Aggregates from various sources may be combined.

**334-3.2 Mix Design:**

**334-3.2.1 General:** Design the Superpave asphalt mixture in accordance with AASHTO PP-28, except as noted herein, to meet the requirements of this Specification. Use only FDOT verified mix designs. (Note: For Fine graded Traffic Level D & E mixes, if an FDOT verified design is not available, use a design as approved by the Engineer.) Prior to the production of any Superpave asphalt mixture, submit the proposed mix design with supporting test data indicating compliance with all Superpave mix design criteria.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer will no longer allow the use of the mix design.

**334-3.2.2 Grading Requirements:** Meet the gradation design ranges of Table 334-2.

**334-3.2.3 Gyratory Compaction:** Compact the design mixture in accordance with AASHTO TP-4. Use the number of gyrations as defined in Table 334-8.

Table 334-8 Superpave Design Gyratory Compactive Effort			
Traffic Level	N <sub>initial</sub>	N <sub>design</sub>	N <sub>maximum</sub>
A	6	50	75
B	7	75	115
C	7	75	115
D	8	100	160
E	9	125	205

**334-3.2.4 Volumetric Criteria:** Use an air void content of the mixture at design of 4.0% at the design number of gyrations ( $N_{\text{design}}$ ). Meet the requirements of Table 334-9.

Table 334-9 Mixture Densification Criteria			
Traffic Level	% $G_{\text{mm}}$		
	$N_{\text{initial}}$	$N_{\text{design}}$	$N_{\text{maximum}}$
A	$\leq 91.5$	96.0	$\leq 98.0$
B	$\leq 90.5$	96.0	$\leq 98.0$
C	$\leq 89.0$	96.0	$\leq 98.0$
D	$\leq 89.0$	96.0	$\leq 98.0$
E	$\leq 89.0$	96.0	$\leq 98.0$

**334-3.2.5 VMA Criteria:** Meet the requirements of Table 334-10 for voids in the mineral aggregate (VMA) of the mixture at the design number of gyrations.

Table 334-10 VMA Criteria	
Type Mix	Minimum VMA (%)
SP-9.5	15.0
SP-12.5	14.0
SP-19.0	13.0

**334-3.2.6 VFA Criteria:** Meet the requirements of Table 334-11 for voids filled with asphalt (VFA) of the mixture at the design number of gyrations.

Table 334-11 VFA Criteria	
Traffic Level	Design VFA (%)
A	70 - 80
B	65 - 78
C	65 - 75
D	65 - 75
E	65 - 75

Note: For Type SP-9.5 mixtures at Traffic Levels C, D & E, the specified VFA range shall be 73% to 76%.

**334-3.2.7 Dust Proportion:** Use a dust to effective asphalt binder content by weight between 0.6 to 1.2.

**334-3.2.8 Moisture Susceptibility:** Test the specimens in accordance with FM 1-T 283. Provide a mixture (4 inch specimens) having a retained tensile strength ratio of at

least 0.80 and a minimum tensile strength (dry and unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent, which is on the Department's Qualified Products List or hydrated lime (meeting the requirements of Section 337) in order to meet these criteria.

**334-3.2.9 Additional Information:** In addition to the requirements listed above, provide the following information with each proposed mix design submitted for use:

1. The design traffic level and the design number of gyrations ( $N_{\text{design}}$ ).
2. The source and description of the materials to be used.
3. The FDOT source number product code of the aggregate components furnished from an FDOT approved source.
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation in 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 -No. 200 [-75  $\mu\text{m}$ ]) should be accounted for and identified for the applicable sieves.
6. The bulk specific gravity value for each individual aggregate (and RAP) component, as identified in the FDOT 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 at which the mixture is to be discharged from the plant and a target roadway temperature (per 330-6.3). Do not exceed a target temperature of 340°F for modified asphalts and 315°F for unmodified asphalts.
9. Evidence that the completed mixture conforms to all specified physical requirements.
10. The name of the Mix Designer.
11. The ignition oven calibration factor(s).

**334-3.3 Revision of Mix Design:** During production, the Contractor may request a target value revision to a mix design, subject to: (1) the target change falls within the limits defined in Table 334-12, (2) appropriate data exists demonstrating that the mix complies with production air voids specification criteria, and (3) the mixture gradation meets the basic gradation requirements defined in 334-2.2 and 334-2.3.

Table 334-12 Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	± 5.0%
No. 16 sieve	± 4.0%
No. 30 sieve	± 4.0%
No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 1.0%
Asphalt Binder Content (1)	± 0.3%

(1) Reductions to the asphalt binder content will not be permitted if the VMA during production is lower than 1.0% below the design criteria.

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

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

**334-4.4 Contractor's Process Control:**

**334-4.4.1 Personnel:** Provide the necessary quality control personnel to comply with the requirements of the Contract.

**334-4.4.2 Initial Production Test Strip:** For initial use of a Type SP mix design at a particular plant, limit full-scale production and placement of the mix to a test strip of 500 tons (for each mix) to demonstrate the capability of producing, placing, and compacting the mix as specified, unless waived by the Engineer. Upon agreement between the Contractor and the Engineer, test strips of up to 1,000 tons may be used. Initial production requirements do not apply if the total quantity of mix to be placed is less than 2000 tons.

**334-4.4.2.1 Calibration of the Superpave Gyratory Compactor:** Calibrate the Superpave Gyratory Compactor in accordance with the manufacturer's recommendations prior to producing the Superpave mixture for the test strip. Check the height calibration, the speed of rotation, ram pressure and angle of gyration. (Following completion of the test strip, calibrate the height daily, the ram pressure and speed of rotation weekly, and the angle of gyration monthly.)

**334-4.4.2.2 Plant Testing Requirements:** During the initial production period, take a minimum of three separate sets of mixture samples which will be used for extraction gradation analysis and determination of volumetric properties. Provide a split sample of one of the samples for comparison testing with the Engineer if determined necessary by the Engineer.

**334-4.4.2.3 Roadway Testing Requirements:** For density determination, obtain 6 inch diameter roadway cores at random locations as directed by the Engineer within the test strip, at a frequency shown in Table 334-16.

**334-4.4.2.4 Criteria for Passing Test Strip:** Resume production when authorized by the Engineer based upon acceptable extraction gradation analysis as determined in accordance with 334-4.4.3, acceptable volumetric properties as determined in accordance with 334-4.4.4, acceptable density in accordance with 334-5.4.2, and a favorable comparison with the Engineer's test results ( $G_{mb}$  at  $N_{design}$  (within 1%) and  $G_{mm}$  (within 0.019) only). In the event that the test strip fails to meet any of the above mentioned criteria, remove and replace the material at no cost to the Department if so directed by the Engineer.

**334-4.4.3 Extraction Gradation Analysis:** Sample the asphalt mixture at the plant in accordance with FM 1-T 168. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563 (ignition oven). The gradation of the extracted mixture will be determined in accordance with FM 1-T 030. All test results will be shown to the nearest 0.01. All calculations will be carried to the nearest 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

Run an extraction gradation analysis on the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, perform the extraction gradation analysis of the mix a minimum of two times per production day.

During normal production, the Engineer will not require extraction gradation analysis on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons.

The target gradation and asphalt content will be as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 334-4.3.

If the percentage of asphalt binder deviates from the optimum asphalt binder content by more than 0.55%, or the percentage passing any sieve falls outside the limits in Table 334-13, immediately resample the mix and test to validate the previous test result, and if needed, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in Table 334-13 for any sieve, notify the Engineer and take immediate steps to identify and correct the problem, then resample the mix. If the results from this test deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in Table 334-13 for any sieve, stop plant operations until the problem has been corrected.

Table 334-13 Tolerances for Quality Control Tests (Extraction Gradation Analysis)	
Size	Percent Passing
1 inch	7.0
3/4 inch	7.0
1/2 inch	7.0
3/8 inch	7.0
No. 4	7.0
No. 8	5.5
No. 16	5.0
No. 30	4.5
No. 50	4.5
No. 100	3.0
No. 200	2.0

Maintain control charts showing the results of the extraction gradation analysis (asphalt binder content and sieve analysis).

**334-4.4.4 Volumetric Control:** During production of the mix, monitor the volumetric properties of the Superpave mix with a Superpave Gyratory Compactor to determine the air voids, VMA, VFA, and dust-to-effective asphalt binder ratio (dust proportion) at  $N_{design}$ .

Take appropriate corrective actions in order to maintain an air void content at  $N_{design}$  between 3.0 and 5.0% during production. When the air void content at  $N_{design}$  drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved to the satisfaction of the Engineer. Evaluate any failing material in accordance with 334-6.

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

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

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

Maintain control charts showing the results of the volumetric testing (air voids,  $G_{mm}$ ,  $G_{mb}$ ).

**334-4.4.5 Plant Calibration:** At or before the start of mix production, perform an extraction gradation analysis of the mix to verify calibration of the plant. This extraction gradation analysis may also be used for the first test of the first day's production.

**334-4.4.6 Viscosity of Asphalt Binder in Mixes Containing Reclaimed Asphalt Pavement:** When RAP is a component material, assure that the viscosity of the asphalt binder material in the asphalt mixture, when determined in accordance with FM 1-T 202, will be within the range of 4,000 - 12,000 poises. This determination will be made on samples obtained by the Engineer on a random basis at a frequency of approximately one per 2,000 tons of mix.

If the viscosity determined by the Engineer is out of the specified range, adjust the binder formulation or blend or RAP in the mix to bring the viscosity within tolerance.

**334-4.4.7 Process Control of In-Place Compaction:** Develop and implement a method to control the compaction of the pavement and ensure its compliance with the minimum specified density requirements. Include density determinations by the use of a nuclear density gauge at a frequency of one test per 1,000 feet of compacted pavement in the process control. Other density measuring devices may be used in lieu of the nuclear density gauge, provided that it is demonstrated to the satisfaction of the Engineer that the device can accurately measure the relative level of density in the pavement on a consistent basis.

### **334-5 Acceptance of the Mixture.**

**334-5.1 General:** The asphalt mixture will be accepted based on one of the following methods as determined by the Engineer and/or Contract Documents:

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

**334-5.2 Certification by the Contractor:** Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with the Specifications.

**334-5.3 Certification and Process Control Testing by the Contractor:** Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with the Specifications, along with supporting test data documenting all process control testing as described in 334-4.4. If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the Process Control testing.

### **334-5.4 Acceptance Testing by the Engineer:**

**334-5.4.1 Acceptance at the Plant:** The asphalt mixture will be accepted at the plant, with respect to gradation and asphalt binder content, on a LOT to LOT basis. However, any load or loads of mixture which, in the opinion of the Engineer, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.

A standard size LOT at the asphalt plant will consist of 4,000 tons with four equal sublots of 1,000 tons each.

A partial LOT may occur due to the following:

- (1) the completion of a given mix type on a project.

(2) an approved LOT termination by the Engineer due to a change in process, extended delay in production (greater than 60 days), or change in mix design.

If the partial LOT contains one or two sublots with their appropriate test results, then the previous full-size LOT will be redefined to include this partial LOT and the evaluation of the LOT will be based on either five or six subplot determinations. If the partial LOT contains three sublots with their appropriate test results, this partial LOT will be redefined to be a whole LOT and the evaluation of it will be based on three subplot determinations.

When the total quantity of any mix is less than 3,000 tons, the partial LOT will be evaluated for the appropriate number of sublots from n=1 to n=3. When the total quantity of any mix type is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run extraction and gradation analysis for verification purposes; however, the provisions for partial payment will not apply.

On multiple project contracts, the LOT(s) at the asphalt plant will carry over from project to project.

**334-5.4.1.1 Acceptance Procedures:** Control all operations in the handling, preparation, and production of the asphalt mix so that the percent asphalt binder content and the percents passing the No. 8 and No. 200 sieves will meet the targets from the mix design within the tolerances shown in Table 334-14.

Table 334-14 Tolerances for Acceptance Tests	
Characteristic	Tolerance*
Asphalt Binder Content	±0.55%
Passing No. 8 Sieve	±5.50%
Passing No. 200 Sieve	±2.00%
*Tolerances for sample size of n=1. See Table 334-15 for other sample sizes n=2 through n=6.	

Acceptance of the mixture will be on the basis of test results on consecutive random samples from each LOT. The Engineer will take one random sample from each subplot. The asphalt mixture will be sampled at the plant in accordance with FM 1-T 168. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563. The percentages passing the No. 8 and No. 200 sieves will be determined in accordance with FM 1-T 030.

Calculations for the acceptance test results for asphalt binder content and gradation (percentages passing the No. 8 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

Payment will be made on the basis of Table 334-15 "Acceptance Schedule of Payment". The process will be considered out of control when the deviation of any individual test result from the mix design falls in the 80% pay factor for the "1 Test" column of Table 334-15. When this happens, the LOT will be automatically terminated and acceptance of the LOT determined in accordance with Table 334-15.

Table 334-15 Acceptance Schedule of Payment (Asphalt Plant Mix Characteristics)						
Average of Accumulated Deviations of the Acceptance Tests from the Mix Design						
Pay Factor	1-Test	2-Tests	3-Tests	4-Tests	5-Tests	6-Tests
Asphalt Binder Content						
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35	0.00-0.33	0.00-0.31
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40	0.34-0.37	0.32-0.36
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45	0.38-0.42	0.36-0.39
0.80*	over 0.75	over 0.57	over 0.50	over 0.45	over 0.42	over 0.39
No. 8 Sieve **						
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50	0.00-3.29	0.00-3.13
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00	3.30-3.74	3.14-3.54
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50	3.75-4.18	3.55-3.95
0.90	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00	4.19-4.63	3.96-4.36
0.80*	over 8.50	over 6.45	over 5.54	over 5.00	over 4.63	over 4.36
No. 200 Sieve **						
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50	0.00-1.45	0.00-1.41
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70	1.46-1.63	1.42-1.57
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90	1.64-1.80	1.58-1.73
0.80*	over 2.80	over 2.27	over 2.04	over 1.90	over 1.80	over 1.73
<p>*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the indicated partial pay may be accepted. Otherwise, the Engineer will require removal and replacement at no cost. The Contractor may remove and replace at no cost to the Department at any time.</p> <p>**When there are two reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these two gradation test results.</p> <p>Note: Deviations are absolute values with no plus or minus signs.</p>						

When possible, the Engineer will complete all acceptance tests on the same day the sample was taken, and on no occasion will they be completed later than the following work day.

**334-5.4.1.2 Automatic Batch Plant With Printout:** Acceptance determinations for asphalt binder content and gradation for mixtures produced by automatic batch plants with printout will be based on extraction results as specified in 334-5.4.1.1.

**334-5.4.2 Acceptance on the Roadway:**

**334-5.4.2.1 Density Control:** The in-place density of each course of asphalt mix construction will be evaluated by the use of 6 inch diameter roadway cores. The required average density of a completed course will be based on the maximum specific gravity ( $G_{mm}$ ) of the as-produced mix.

The Engineer will not perform density testing on patching courses, leveling courses, open-graded friction courses, or any course with a specified thickness less than 1 inch or a specified spread rate less than 105 lb/yd<sup>2</sup>. In addition, density testing will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes or deceleration lanes. Compact these courses (with the exception of open-graded friction courses) in accordance with the rolling procedure as approved by the Engineer.

**334-5.4.2.1.1 LOTS:** For the purpose of acceptance and determination of payment, each day’s production will be divided into LOTS, and all LOTS are to be closed out at the end of the day. The standard size of a LOT will consist of 5,000 feet of any pass made by the paving train regardless of the width of the pass. Changes in thickness, mix design, or underlying layer shall constitute a separate LOT. Mix placed on the shoulder shall also be considered a separate LOT. Pavers traveling in echelon will be considered as two separate passes. When at the end of a day’s production (production day) or the completion of a given course, layer, or mix, or at the completion of the project, a LOT size is determined to be less than 5,000 feet, it is considered a partial LOT. Partial LOTS are to be handled as follows:

If the length of the partial LOT is 2,000 feet or less, then the previous full-size LOT will be redefined to include this partial LOT and the number of tests required for the combined LOT will be as shown in Table 334-16. If the partial LOT is 2,000 feet or less, and a previous full-size LOT from the same day, mix, layer and project is not available, then the partial LOT will be evaluated separately and the number of tests required for the partial LOT will be as shown in Table 334-16. If the partial LOT is greater than 2,000 feet long, it will be evaluated separately, with the number of tests required as shown in Table 334-16.

Table 334-16 Density Testing Requirements for Partial LOTS	
(feet)	Number of Tests
Less than 3,000	3
3,001 - 4,000	4
4,001 - 5,000	5
5,001 - 6,000	6
6,001 - 7,000	7
Greater than 7,000	2 LOTS

**334-5.4.2.1.2 Target Maximum Specific Gravity:** The target maximum specific gravity of the mix will be based on the average daily value as determined by the Contractor’s Process Control testing described in 334-4.4. Obtain two separate samples for maximum specific gravity determination on a daily basis. If only one maximum specific gravity test value is available, this value shall be used as the target maximum specific gravity. If a maximum specific gravity value is not determined for a day’s production, the previous day’s value will be used. Obtain, under the Engineer’s supervision, split samples of the asphalt mixture used for the maximum specific gravity test for verification purposes. The minimum size of the split sample will be 4,000 g. The split samples shall be conditioned in accordance with 334-4.4.4

prior to testing and will become the property of the Department. The split samples will become the property of the Department. In the event of an obvious sampling or testing error, the Engineer may allow the Contractor to retest a portion of the split sample. The Engineer will run verification tests on the split samples in order to determine the acceptability of the Contractor's test results. If the verification test result differs from the Quality Control test result by more than 0.019 for two consecutive tests, the target  $G_{mm}$  value will be established by the Department's result until the cause of the discrepancy is identified and resolved to the satisfaction of the Engineer.

**334-5.4.2.1.3 Acceptance:** The completed pavement will be accepted with respect to density on a LOT basis. For each LOT, 6 inch diameter roadway cores will be obtained at random locations within the LOT, at the frequency shown in Table 334-16. Obtain the roadway cores at the random locations as directed by the Engineer, at the end of each day's production prior to opening the roadway to traffic. The locations of the cores will be determined in the longitudinal direction by the use of statistically derived stratified random number tables furnished by the Department. The locations of the cores transversely will be uniformly spaced across the width of the pavement, with no cores located closer than 1 foot of any unsupported edge. These will also be used for partial LOTs. Assume responsibility for maintenance of traffic, coring, patching the core holes, and trimming the cores to the proper thickness prior to density testing.

The density of the cores will be determined in accordance with FM 1-T 166, and will be averaged for each LOT. To receive full payment for density, the average density of a LOT shall be a minimum of 92% of  $G_{mm}$ . Partial payment will be made for those LOTs that have an average density less than 92% of  $G_{mm}$  based on Table 334-17 (for pavements with an unrestricted compactive effort). As an exception, if the Engineer (or Contract Documents) limits compaction to the static mode, the percent of payment will be based on the Restricted Compactive Effort schedule defined in Table 334-17.

Once the average density of a LOT has been determined, do not provide additional compaction to raise the average.

Table 334-17 Payment Schedule For Density			
Unrestricted Compactive Efforts (Vibratory and/or Static)		Restricted Compactive Efforts (Static Only)	
Percent of Maximum Specific Gravity ( $G_{mm}$ )	Percent of Payment	Percent of Maximum Specific Gravity ( $G_{mm}$ )	Percent of Payment
92.0 and above	100	91.0 and above	100
91.0 to less than 92.0	95	90.5 to less than 91.0	95
90.0 to less than 91.0	90	90.0 to less than 91.5	90
Less than 90.0 *	0 Remove and Replace	Less than 90.0 *	0 Remove and Replace

\*The Department will require removal and replacement at no cost. The Contractor may remove and replace at no cost to the Department at any time.

#### **334-5.4.2.1.4 Additional Density Requirement:**

1) On shoulders with a width of 5 feet or less, the Engineer will not require density. Compact the pavement in accordance with the rolling procedure (equipment and pattern) approved by the Engineer. Stop the production of the mix if the rolling procedure deviates from the approved procedure.

**334-5.4.2.2 Surface Tolerance:** The asphalt mixture will be accepted on the roadway with respect to surface tolerance in accordance with the applicable requirements of 330-12.

**334-5.5 Additional Tests:** The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

**334-5.5.1 Verification of Volumetric Properties:** The Engineer will verify the densification properties of the mix during production with the Superpave Gyratory Compactor and will determine volumetric properties of the mix (air voids, VMA, VFA, and dust-to-effective asphalt binder ratio). The Engineer will condition the specimens as specified in 334-4.4.4 prior to testing.

Take appropriate corrective actions to maintain an air void content at  $N_{\text{design}}$  between 3.0 and 5.0% during production. When the air void content at  $N_{\text{design}}$  drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved. Evaluate any failing material in accordance with 334-6.

When plant operations are stopped for mixes that have failing volumetric properties, obtain the Engineer's approval prior to resuming production of the mix. Limit production to 500 tons until passing volumetric properties are obtained.

#### **334-6 Disposition of Failing Material.**

Any material that is represented by failing test results identified in 334-4.4.4 or 334-5.5.1 (less than 2.5% air voids at  $N_{\text{design}}$ ) will be evaluated to determine if removal and replacement is necessary. Remove and replace any material, if required, at no cost to the Department. The evaluation will be conducted by the Engineer. If so directed, obtain an engineering analysis, as directed by the Engineer, by an independent laboratory (as approved by the Engineer) to determine if the material can (a) remain in place, for this case the appropriate pay factor will be applied, or (b) be removed and replaced at no cost to the Department. The analysis will be a signed and sealed report by a Professional Engineer licensed in the State of Florida.

#### **334-7 Method of Measurement.**

For the work specified under this Section (including the pertinent provisions of Sections 320 and 330), the quantity to be paid for will be the weight of the mixture, in tons.

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

the asphalt content will be based on the percentage specified in 9-2.1.2. The weight will be determined as provided in 320-2 (including the provisions for the automatic recordation system).

**334-8 Basis of Payment:**

Price and payment will be full compensation for all the work specified under this Section (including the applicable requirements of Sections 320 and 330).

Payment shall be made under:

Item No. 334- 1- Superpave Asphaltic Concrete - per ton.

**ASPHALT CONCRETE FRICTION COURSES (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).**

**(REV 1-1-00) (1-13)**

**SECTION 337  
ASPHALT CONCRETE FRICTION COURSES**

**337-1 Description.**

Construct an asphalt concrete friction course. This Section specifies mixes designated as Friction Course 2 (FC-2), Friction Course 3 (FC-3), Friction Course 5 (FC-5) and Friction Course 6 (FC-6).

Meet the plant and equipment requirements of Section 320, as modified herein. Meet the general construction requirements of Section 330, as modified herein.

**337-2 Materials.**

**337-2.1 General Requirements:** Meet the requirements specified in Division III as modified herein. The Engineer will base continuing approval of material sources on field performance.

**337-2.2 Asphalt Rubber Binder:** Meet the requirements of Section 336, and any additional requirements or modifications specified herein for the various mixtures. For projects with a total quantity of FC-2, FC-3, FC-5 or FC-6 less than 500 tons [450 metric tons], the Contractor may elect to substitute a PG 76-22 or PG 70-22 for the ARB-12 or ARB-5, respectively, meeting the requirements of AASHTO MP-1.

**337-2.3 Coarse Aggregate:** Meet the requirements of Section 901, and any additional requirements or modifications specified herein for the various mixtures.

**337-2.4 Fine Aggregate:** Meet the requirements of Section 902, and any additional requirements or modifications specified herein for the various mixtures.

**337-2.5 Hydrated Lime:** Meet the requirements of AASHTO M303 Type 1. Provide certified test results for each shipment of hydrated lime indicating compliance with the specifications.

**337-2.6 Fiber Stabilizing Additive (Required for FC-5 only):** Use either a mineral or cellulose fiber stabilizing additive. Meet the following requirements:

**337-2.6.1 Mineral Fibers:** Use mineral fibers made from virgin basalt, diabase, or slag treated with a cationic sizing agent to enhance the disbursement of the fiber, as well as to

increase adhesion of the fiber surface to the bitumen. Meet the following requirements for physical properties:

1. Size Analysis
  - Average fiber length .....0.25 inch [6.0 mm] (maximum)
  - Average fiber thickness0.0002 inch [0.005 mm] (maximum)
2. Shot Content (ASTM C612)
  - Percent passing No. 60 [250 μm] Sieve..... 90 - 100
  - Percent passing No.230 [63 μm] Sieve..... 65 - 100

Provide certified test results for each batch of fiber material indicating compliance with the above tests.

**337-2.6.1.1 Notice of Patented Process:** Take notice that the use of mineral fibers treated with cationic sizing agent and the size analysis range for average fiber thickness are subject to U.S. Patent No. 4,613,376, held by Fiberand Corporation, 7150 Southwest 62nd Avenue, South Miami, Fl. 33143. Obtain all mineral fibers required to meet the FC-5 requirements of this Contract only from Fiberand Corporation or a duly authorized licensee of Fiberand. Assume responsibility, pursuant to 7-3, for obtaining any and all necessary rights to use such processes and pay any and all royalties, license fees or other costs incurred in order to meet the FC-5 requirements of this Contract. Include any and all royalties, license fees and other costs arising due to the existence of U.S. Patent No. 4,613,376 in the bid unit price for friction course FC-5.

**337-2.6.2 Cellulose Fibers:** Use cellulose fibers meeting the following requirements:

1. Fiber length .....0.25 inch [6.0 mm] (maximum)
2. Sieve Analysis
  - a. Alpine Sieve Method
    - Percent passing No. 100 [150 μm] sieve ..... 60-80
  - b. Ro-Tap Sieve Method
    - Percent passing No. 20 [850μm] sieve..... 80-95
    - Percent passing No. 40 [425μm] sieve..... 45-85
    - Percent passing No. 100 [150μm] sieve..... 5-40
3. Ash Content: ..... 18% non-volatiles (±5%)
4. pH:.....7.5 (±1.0)
5. Oil Absorption: .....5.0 (±1.0) (times fiber weight)
6. Moisture Content: .....5.0 (maximum)

Provide certified test results for each batch of fiber material indicating compliance with the above tests.

### **337-3 General Composition of Mixes.**

**337-3.1 General:** Use a bituminous mixture composed of aggregate (coarse, fine, or a mixture thereof), asphalt rubber binder, and in some cases, fibers and/or hydrated lime. Size, uniformly grade and combine the aggregate fractions in such proportions that the resulting mix meets the requirements of this Section. The use of RAP material will not be permitted.

### **337-3.2 Specific Component Requirements by Mix:**

#### **337-3.2.1 FC-2:**

**337-3.2.1.1 Aggregates:** In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed granite, crushed slag, or lightweight aggregates approved by the Engineer. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% non-carbonate material as determined by FM 5-510 and the Engineer grants approval of the source prior to its use. Aggregates other than those listed above may be used if approved by the Engineer.

#### **337-3.2.1.2 Asphalt Rubber: Use an ARB-12 asphalt rubber.**

#### **337-3.2.2 FC-3:**

**337-3.2.2.1 Aggregates:** In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed gravel, crushed granite, crushed slag, or crushed limestone from the Oolitic formation as specified for use in FC-2. Aggregates other than those listed above may be used if approved by the Engineer.

In addition to the requirements of Section 902, meet the following fine aggregate requirements. Use crushed screenings or a combination of crushed screenings and local materials. Use crushed screenings composed of hard, durable particles resulting from crushing or processing the coarse aggregate as specified above. Screenings from other approved sources may be used provided that the total of these screenings along with silica sand or local materials does not exceed 40%. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials defined in Section 902.

#### **337-3.2.2.2 Asphalt Rubber: Use an ARB-5 asphalt rubber.**

#### **337-3.2.3 FC-5:**

**337-3.2.3.1 Aggregates:** Use an aggregate blend which consists of either 100% crushed granite or 100% crushed Oolitic limestone.

In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed granite or crushed limestone. Use crushed limestone from the Oolitic formation, which contains a minimum of 12% non-carbonate material (as determined by FM 5-510), and has been approved for this use.

In addition to the requirements of Section 902, meet the following fine aggregate requirements. Use either crushed granite screenings, or crushed Oolitic limestone screenings for the fine aggregate.

#### **337-3.2.3.2 Asphalt Rubber: Use an ARB-12 asphalt rubber.**

**337-3.2.3.3 Hydrated Lime:** Add the lime at a dosage rate of 1.0% by weight of the total dry aggregate to mixes containing granite.

**337-3.2.3.4 Fiber Stabilizing Additive:** Add either mineral fibers at a dosage rate of 0.4% by weight of the total mix, or cellulose fibers at a dosage rate of 0.3% by weight of total mix.

#### **337-3.2.4 FC-6:**

**337-3.2.4.1: Aggregates:** Use coarse and fine aggregate components which also meet the aggregate requirements for an SP-9.5 or SP-12.5 Superpave mix as specified in Section 334.

In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed granite, crushed slag, crushed river gravel, lightweight aggregate (that has been approved for this use), or crushed limestone for the coarse aggregate component. Use crushed limestone from the Oolitic formation, which contains a minimum of 12% non-carbonate material (as determined by FM 5-510), and is approved for this use. In addition, other types of aggregates may be used if approved for this use by the Engineer.

In addition to the requirements of Section 902, meet the following fine aggregate requirements. Use crushed screenings or a combination of crushed screenings and local materials for the fine aggregate components. Use crushed screenings composed of hard, durable particles resulting from the crushing or processing of coarse aggregate as specified above. In addition, screenings from other approved sources may be used provided that the total of these screenings (along with silica sand or local materials) does not exceed 40%.

**337-3.2.4.2: Asphalt Rubber:** Use an ARB-5 asphalt rubber.

**337-3.3 Grading Requirements:**

**337-3.3.1 FC-2 and FC-3:** Use a mixture with a gradation within the design range specified in Table 331-1.

**337-3.3.2 FC-5:** Use a mixture having a gradation at design within the ranges shown in Table 337-1.

Table 337-1 FC-5 Gradation Design Range							
3/4 inch [19.00 mm]	1/2 inch [12.50 mm]	3/8 inch [9.50 mm]	No.4 [4.75 mm]	No.10 [2.00 mm]	No. 40 [425 μm]	No. 80 [180μm]	No. 200 [75 μm]
100	85-100	55-75	15-25	5-10	-	-	2-4

**337-3.3.3 FC-6:** Meet the design gradation requirements for a SP-9.5 Superpave mix passing below the restricted zone, or the design gradation requirements for a SP-12.5 Superpave mix passing above the restricted zone, as specified in Section 334.

**337-4 Mix Design.**

**337-4.1 FC-2 and FC-5:** The Department will design the FC-2 and FC-5 mixtures. Furnish materials and the appropriate information (source, gradation, etc.) as specified in 331-4.3. The Department will have two weeks to design the mix.

The Department will establish the design binder content for FC-2 within the following ranges based on aggregate type:

Aggregate Type	Binder Content % by weight of total mix
Crushed Granite	5.5-7.0
Crushed Slag	6.0-8.0
Crushed Limestone (Oolitic)	6.5-7.5
Lightweight	12.5-15.0

The Department will establish the design binder content for FC-5 within the following ranges based on aggregate type:

Aggregate Type	Binder Content
Crushed Granite	5.5 - 7.0
Crushed Limestone (Oolitic)	6.5 - 7.5

**337-4.2 FC-3:** Provide a mix design conforming to the requirements of 331-4.3. Submit data showing that the mix design meets the requirements of Table 331-2 using an ARB-5 meeting the requirements of Section 336.

**337-4.3 FC-6:** Provide a mix design conforming to the requirements of 334-4.2 for Traffic Level C unless otherwise designated in the plans. Develop the mix design using an ARB-5 meeting the requirements of Section 336.

### **337-5 Contractor's Quality Control.**

Provide the necessary quality control of the friction course mix and construction in accordance with the applicable provisions of 331-5.2 for FC-2, FC-3 and FC-5, and 334-4.4 for FC-6. After the mix design has been approved, furnish the material to meet the approved mix design in accordance with the provisions of 331-4.4.2 and Table 331-3 for FC-2, FC-3 and FC-5, and 334-4.4 for FC-6. Calibrate the plant in accordance with 331-4.4.3 and Table 331-3.

The Engineer will monitor the spread rate periodically to ensure uniform thickness. Provide quality control procedures for daily monitoring and control of spread rate variability. If the spread rate varies by more than 5% of the spread rate set by the Engineer in accordance with 337-8, immediately make all corrections necessary to bring the spread rate into the acceptable range.

### **337-6 Acceptance of Mix.**

**337-6.1 Acceptance at the Plant:** The bituminous mix will be accepted at the plant with respect to gradation and asphalt content in accordance with the applicable requirements of 331-6 for FC-2, FC-3 and FC-5, and 334-5 for FC-6, with the exception that the asphalt content of the mixture will be determined in accordance with FM 5-563, and the gradation will be determined in accordance with FM 1-T 030.

**337-6.2 Acceptance on the Roadway:** The FC-3 mix will be accepted on the roadway with respect to density in accordance with the applicable provisions of 330-10. There will be no density requirements for FC-2 and FC-5.

The FC-2, FC-3 and FC-5 mixtures will be accepted on the roadway with respect to surface tolerance in accordance with the applicable provisions of 330-12.

The FC-6 mix will be accepted on the roadway with respect to density and surface tolerance in accordance with the applicable provisions of 334-5.4.

**337-6.3 Additional Tests:** The provisions of 331-5.5 will apply to FC-2, FC-3 and FC-5. The provisions of 334-5.5 will apply to FC-6.

### **337-7 Special Construction Requirements**

**337-7.1 Hot Storage of FC-2 and FC-5 Mixtures:** When using surge or storage bins in the normal production of FC-2 and FC-5, do not leave the mixture in the surge or storage bin for more than one hour.

**337-7.2 Longitudinal Grade Controls for Open-Graded Friction Courses:** On FC-2, do not use a longitudinal grade control (skid, ski, or traveling stringline). Use a joint matcher. On FC-5, use either longitudinal grade control (skid, ski or traveling stringline) or a joint matcher.

#### **337-7.3 Temperature Requirements for FC-2:**

**337-7.3.1 Air Temperature at Laydown:** Spread the mixture only when the air temperature, taken as the temperature in the shade away from artificial heat, is at or above 60°F [15°C].

**337-7.3.2 Temperature of the Mixture:** Heat and combine the asphalt rubber binder and aggregate in a manner which will produce a mixture having a temperature, when discharged from the plant, meeting the requirements of 330-6.3. Meet all the requirements of 330-9.1.2 at the roadway.

**337-7.4 Compaction of FC-2:** Perform only seal rolling using a tandem steel-wheel roller. Do not allow the weight of the steel-wheel roller to exceed 135 lb/in (PLI) [2.4 kg/mm] of drum width.

#### Non SI Units

$$\text{PLI} = \frac{\text{Total Weight of Roller (pounds)}}{\text{Total Width of Drums (inches)}}$$

#### SI Units

$$\frac{\text{kg}}{\text{mm}} = \frac{\text{Total Weight of Roller (kilograms)}}{\text{Total Width of Drums (millimeters)}}$$

Perform seal rolling with a single coverage and with a nominal amount of overlap. Where the lane being placed is adjacent to a previously laid mat, do not pinch the longitudinal joint with the roller on the cold mat. Pinch the longitudinal joint with the roller on the mat being rolled, overlapping onto the cold mat by no more than 3 inches [75 mm]. Never allow a roller on the mat after completing the seal rolling.

### **337-7.5 Temperature Requirements for FC-3:**

**337-7.5.1 Air Temperature at Laydown:** Spread the mixture only when the air temperature, taken in the shade away from artificial heat, is at or above 45°F [7°C].

**337-7.5.2 Temperature of the Mixture:** Heat and combine the asphalt rubber binder and aggregate in a manner which will produce a mixture having a temperature, when discharged from the plant, meeting the requirements of 330-6.3. Meet all requirements of 330-9.1.2 at the roadway.

### **337-7.6 Temperature Requirements for FC-5:**

**337-7.6.1 Air Temperature at Laydown:** Spread the mixture only when the air temperature (the temperature in the shade away from artificial heat) is at or above 65°F [18°C].

**337-7.6.2 Temperature of the mix:** Heat and combine the asphalt rubber binder and aggregate in a manner to produce a mix having a temperature, when discharged from the plant, meeting the requirements of 330-6.3. Meet all the requirements of 330-9.1.2 at the roadway.

**337-7.7 Compaction of FC-5:** Provide 2, 8-10 ton static steel-wheeled rollers. (Any variation of this equipment requirement must be approved by the Engineer.) The Engineer will establish the appropriate rolling pattern for the pavement. If the rollers crush the aggregate, use a tandem steel-wheel roller weighing not more than 135 lb/in (PLI) [2.4 kg/mm] of drum width as determined in accordance with 337-7.4.

### **337-7.8. Temperature Requirements for FC-6:**

**337-7.8.1 Air Temperature at Laydown:** Spread the mixture only when the air temperature (the temperature in the shade away from artificial heat) is at or above 45°F [7°C].

**337-7.8.2 Temperature of the mix:** Heat and combine the asphalt rubber binder and aggregate in a manner to produce a mix having a temperature, when discharged from the plant, meeting the requirements of 330-6.3. Meet all the requirements of 330-9.1.2 at the roadway.

**337-7.9 Prevention of Adhesion:** To minimize adhesion to the drum during the rolling operations, the Contractor may add a small amount of liquid detergent to the water in the roller.

At intersections and in other areas where the pavement may be subjected to cross-traffic before it has cooled, spray the approaches with water to wet the tires of the approaching vehicles before they cross the pavement.

**337-7.10 Transportation Requirements of Friction Course Mixtures:** Cover all loads of friction course mixtures with a tarpaulin.

## **337-8 Thickness of Friction Courses.**

The thickness of the friction courses will be based on the spread rate set by the Engineer. Plan quantities are based on the maximum spread rate within the ranges shown below. Pay quantities may be less, based on the spread rate set by the Engineer.

**337-8.1 Spread Rate for FC-2:** For FC-2 with granite, oolitic limestone, or other conventional aggregate, the Engineer will set the spread rate within the range of 50 - 60 lb/yd<sup>2</sup> [27 - 34 kg/m<sup>2</sup>]. For FC-2 with lightweight aggregate, the Engineer will set the spread rate within the range of 28 - 35 lb/yd<sup>2</sup> [15 - 19 kg/m<sup>2</sup>].

**337-8.2 Spread rate for FC-3:** The Engineer will set the spread rate within the range of 100 - 110 lb/yd<sup>2</sup> [54 - 60 kg/m<sup>2</sup>].

**337-8.3 Spread Rate of FC-5:** The Engineer will set the spread rate within the range of 70 - 80 lb/yd<sup>2</sup> [38 - 44 kg/m<sup>2</sup>].

**337-8.4 Spread Rate of FC-6:** The Engineer will set the spread rate within the range of 150 - 160 lb/yd<sup>2</sup> [80 - 88 kg/m<sup>2</sup>].

### **337-9 Special Equipment Requirements for FC-5.**

**337-9.1 Fiber Supply System:** Use a separate feed system to accurately proportion the required quantity of mineral fibers into the mixture in such a manner that uniform distribution is obtained. Interlock the proportioning device with the aggregate feed or weigh system to maintain the correct proportions for all rates of production and batch sizes. Control the proportion of fibers to within plus or minus 10% of the amount of fibers required. Provide flow indicators or sensing devices for the fiber system, interlocked with plant controls so that the mixture production will be interrupted if introduction of the fiber fails.

When a batch plant is used, add the fiber to the aggregate in the weigh hopper or as approved and directed by the Engineer. Increase the batch dry mixing time by 8 to 12 seconds, or as directed by the Engineer, from the time the aggregate is completely emptied into the pugmill. Ensure that the fibers are uniformly distributed prior to the addition of asphalt rubber into the pugmill.

When a drum-mix plant is used, add and uniformly disperse the fiber with the aggregate prior to the addition of the asphalt rubber. Add the fiber in such a manner that it will not become entrained in the exhaust system of the drier or plant.

**337-9.2 Hydrated Lime Supply System:** For FC-5 mixes containing granite, use a separate feed system to accurately proportion the required quantity of hydrated lime into the mixture in such a manner that uniform coating of the aggregate is obtained prior to the addition of the asphalt rubber. Add the hydrated lime in such a manner that it will not become entrained in the exhaust system of the drier or plant. Interlock the proportioning device with the aggregate feed or weigh system to maintain the correct proportions for all rates of production and batch sizes and to ensure that all mixture produced is properly treated with hydrated lime. Control the proportion of hydrated lime to within plus or minus 10% of the amount of hydrated lime required. Provide and interlock flow indicators or sensing devices for the hydrated lime system with plant controls so that the mixture production will be interrupted if introduction of the hydrated lime fails. The addition of the hydrated lime to the aggregate may be accomplished by Method (A) or (B) as follows:

**337-9.2.1 Method (A) - Dry Form:** Add hydrated lime in a dry form to the mixture according to the type of asphalt plant being used.

When a batch plant is used, add the hydrated lime to the aggregate in the weigh hopper or as approved and directed by the Engineer. Increase the batch dry mixing time by eight to twelve seconds, or as directed by the Engineer, from the time the aggregate is completely emptied into the pugmill. Uniformly distribute the hydrated lime prior to the addition of asphalt rubber into the pugmill.

When a drum-mix plant is used, add and uniformly disperse the hydrated lime to the aggregate prior to the addition of the asphalt rubber. Add the hydrated lime in such a manner that it will not become entrained in the exhaust system of the drier or plant.

**337-9.2.2 Method (B) - Hydrated Lime/Water Slurry:** Add the required quantity of hydrated lime (based on dry weight) in a hydrated lime/water slurry form to the aggregate. Provide a solution consisting of hydrated lime and water in concentrations as directed by the Engineer. Use a plant equipped to blend and maintain the hydrated lime in suspension and to mix it with the aggregates uniformly in the proportions specified.

**337-10 Method of Measurement.**

The quantity to be paid for will be the weight, in tons [metric tons], as determined in accordance with 320-2 (including provisions for the automatic recordation system). The pay quantity will be based on the average spread rate for the project, limited to a maximum of 105% of the spread rate set by the Engineer in accordance with 337-8.

**337-11 Basis of Payment.**

Price and payment will be full compensation for all the work specified under this Section, including the cost of the asphalt rubber (asphalt cement, ground tire rubber, anti-stripping agent, blending, and handling), as well as fiber stabilizing additive and hydrated lime (if required).

Payment will be made under:

- Item No. 337- 7- Asphaltic Concrete Friction Course -per ton.
- Item No. 2337- 7- Asphaltic Concrete Friction Course -per metric ton.

**SCOPE OF WORK – INTENT OF CONTRACT.**

**(REV 10-25-21) (FA 1-26-22) (FY 2023-24)**

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of sidewalk, lighting, drainage improvements, curb and gutters, signalization, intelligent transportation system modifications, gravity walls, handrails, signing and pavement markings, and utility adjustments on State Road 45 (US 41/14th Street West) from 69th Avenue to 63rd Avenue and from 53rd Avenue West to State Road 684 (Cortez Road).

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (BALD EAGLE).**

**(REV 6-16-17) (FA 6-28-17) (FY 2023-24)**

SUBARTICLE 7-1.4 is expanded by the following:

The following active bald eagle (*Haliaeetus leucocephalus*) nests are located within 660 feet of the project as shown in the Plans:

- Nest # MN046 (330-foot protection zone)
- Nest # MN046 (660-foot protection zone)
- Nest # MN061 (330-foot protection zone)

Nest # MN061 (660-foot protection zone)

No construction activities can occur, including staging of equipment, within 330 feet of any active bald eagle nest during nesting season (October 1 – May 15, or until all nestlings fledge).

Conduct construction activities occurring between 330 feet and 660 feet from an active bald eagle nest during nesting season as directed by the Engineer, who will act in coordination with the nest monitor provided by the Department. Stop work when directed by the Engineer and do not resume work within the monitoring area until approval is received from the Engineer.

Construction activities more than 660 feet from a nest may be conducted, at any time of year, with no coordination required with the USFWS or FWC.

When new or alternate nests are observed, follow the bald eagle species guidelines posted in the URL address in 7-1.4.

## **MAINTENANCE OF TRAFFIC.**

**(REV 9-19-23) (8-14-23) (1-24)**

SUBARTICLE 102-3.3 is deleted and the following substituted:

**102-3.3 Lane Closures:** Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer 14 calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. Requests for planned lane closures are to be submitted through the Department's Lane Closure Notification System (LCNS). For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

Record information for lane closures, including but not limited to begin and end lane closure times and locations, into the Department's LCNS. Lane closures are to be activated in the Department's LCNS within five minutes of placing the first channelizing device and deactivated within 5 minutes removing the last channelizing device associated with the closure.

At the preconstruction conference, submit a request for access to the Department's LCNS to the Engineer. Include the name, email address, level of access required, and a copy of the individual's certification of training for Contractor personnel requiring access to the Department's LCNS. For change of access requests, submit a request to the Engineer at least ten calendar days in advance of when the change is needed.

**102-3.3.1 Traffic Pacing:** In addition to dates and locations, include a pacing plan outlining the expected equipment and number of traffic control officers required, the proposed traffic pacing lengths and durations, the available existing egresses in the event of an emergency, and a contingency plan in the event of an equipment failure.

**CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS.**  
**(REV 7-24-23) (8-14-23) (1-24)**

SUBARTICLE 105-8.3 is deleted and the following substituted:

**105-8.3 Temporary Traffic Control (Maintenance of Traffic) Personnel:** Worksite Traffic Supervisors, flaggers, and other personnel responsible for work zone related transportation management and traffic control must obtain training and certification in accordance with the Department's Temporary Traffic Control (Maintenance of Traffic) Training Handbook located at the following URL address:

<https://www.fdot.gov/roadway/TTC/Default.shtm>.

Worksite Traffic Supervisors (or designees) and other personnel responsible for the planning and implementation of lane closures must obtain training and certification for the Department's Lane Closure Notification System (LCNS) available at the following URL address: <https://info.one.network/fdot-live-link-resources>.

**THIS COMPLETES  
THIS  
SPECIFICATIONS  
PACKAGE**

**BID ATTACHMENT 3, SPECIAL PROVISIONS**

**TECHNICAL SPECIAL PROVISIONS**  
**FOR**  
**RELOCATION OF WATER AND WASTEWATER MAINS**  
**ALONG US 41 FROM 69<sup>TH</sup> AVENUE WEST TO 44<sup>TH</sup> AVENUE WEST**

**Financial Project ID: 433592-4-58-01**

This item has been digitally signed and sealed by Michael Anthony Semago, P.E. 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:	<u>January 2023</u>
Fla. License No.:	<u>87501</u>
Firm Name:	<u>Kimley-Horn and Associates, Inc.</u>
Firm address:	<u>200 Central Ave, Suite 600</u>
City, State, Zip:	<u>St Petersburg, FL 33701</u>
Registry No.:	<u>35106</u>
Pages:	<u>1-181</u>

# RELOCATION OF WATER AND WASTEWATER WATER MAINS

## TABLE OF CONTENTS

DIVISION T1	GENERAL REQUIREMENTS	
T01010	SUMMARY OF WORK	4
T01090	REFERENCE STANDARDS	7
T01150	MEASUREMENT AND PAYMENT	10
T01340	SHOP DRAWINGS, PROJECT DATA AND SAMPLES	18
T01600	MATERIAL AND EQUIPMENT	24
T01720	PROJECT RECORD DOCUMENTS	26
T01730	OPERATING AND MAINTENANCE DATA	29
DIVISION T2	SITE WORK	
T02064	MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT	32
T02100	SITE PREPARATION	38
T02220	EXCAVATION, BACKFILL, FILL AND GRADING FOR STRUCTURES	40
T02221	TRENCHING, BEDDING AND BACKFILL FOR PIPE	44
T02260	FINISH GRADING	50
T02276	TEMPORARY EROSION AND SEDIMENTATION CONTROL	52
T02590	WATER SERVICES ON PRIVATE PROPERTY	54
T02614	STEEL PIPE AND FITTINGS	58
T02615	DUCTILE IRON PIPE AND FITTINGS	64
T02616	DISINFECTING POTABLE WATER PIPE LINES	67
T02617	INSTALLATION AND TESTING OF PRESSURE PIPE	69
T02618	PIPELINE CLEANING	73
T02620	POLYETHYLENE (HDPE) PIPE AND FITTING	76
T02622	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS (AWWA SPECIFICATIONS C-900 & C-905)	78
T02623	POLYVINYL CHLORIDE (PVC) PIPE (GRAVITY SEWER)	81
T02626	SANITARY SEWER GRAVITY MAIN REHABILITATION	90
T02627	SANITARY SEWER MANHOLE REHABILITATION	102
T02640	VALVES AND APPURTENANCES	109
T02720	SANITARY SEWER BYPASS PUMPING	124
DIVISION T3	CONCRETE	
T03300	CAST-IN-PLACE CONCRETE	127
DIVISION T9	PAINTING	
T09865	SURFACE PREPARATION AND SHOP PRIME PAINTING	132
T09900	PAINTING	134
T09970	SURFACE PROTECTION SPRAY SYSTEM	159
DIVISION T15	MECHANICAL	166
T15400	PLUMBING	166

This specification includes by reference the Manatee County Public Works Standards, Part I Utilities Standards Manual approved February 25, 2020.

All items and/or materials furnished and installed shall conform to the Manatee County Approved Products List. All items listed in the submittal requirements under each section shall be required to be submitted for review and/or acceptance.

**DIVISION T1      GENERAL REQUIREMENTS**

**SECTION T01010   SUMMARY OF WORK**

**PART 1      GENERAL**

**1.01      WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED**

A.      The purpose of this project is to protect existing Manatee County water mains and force mains via the installation of protective steel casings. The casings will protect the mains during the installation of light poles and drainage structures, which are proposed under FDOT project FPID 433592-4-58-01. In locations where casings will not adequately protect the aforementioned utilities, the utilities are to be relocated to avoid potential conflicts. Water main and force main relocations and all associated appurtenances are to be constructed in conjunction with the FDOT roadway and drainage improvements of US 41 from 69<sup>th</sup> Ave W to 44<sup>th</sup> Ave W. A summary of the work included in this contract consists of the following:

1. Removal of approximately 310 LF of 6" AC water main
2. Removal of approximately 100 LF of 10" AC water main
3. Furnish and install approximately 100 LF of 10" PVC force main
4. Furnish and install approximately 40 LF of 8" DI water main and appurtenances,
5. Furnish and install approximately 260 LF of 6" PVC force main, and appurtenances,
6. Furnish and install approximately 135 LF of 12" steel casing and all associated appurtenances
7. Furnish and install approximately 12 LF of 20" steel casing and all associated appurtenances
8. Furnish and install approximately 150 LF of 12" steel split casing and all associated appurtenances
9. Furnish and install approximately 50 LF of 20" steel split casing and all associated appurtenances
10. Furnish and install approximately 2 EA of 10" x 8" ductile iron reducers including all associated appurtenances
11. Furnish and install approximately 4 EA of 8" ductile iron elbows including all associated appurtenances
12. Furnish and install approximately 8 EA of 10" ductile iron elbows including all associated appurtenances
13. Furnish and install approximately 2 EA of 10" DI gate valves including all associated appurtenances
14. Furnish and install approximately 30 LF of 3/4" single service including all associated appurtenances
15. Adjust/reconnect 3 water services including saddles, piping, and all associated appurtenances
16. Perform approximately 9 EA manhole adjustment/modifications including all associated appurtenances
17. Perform approximately 18 EA valve adjustment/modifications including all associated appurtenances
18. Perform approximately 2 EA valve/meter box adjustment including all associated

appurtenances

19. Remove and replace approximately 190 SY of concrete sidewalk

20. Restore approximately 1,250 SY of sodding

- B. Furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Technical Special Provisions and as shown on the Plans.
- C. Perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the Engineer in conjunction with the County.
- D. Furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work.
- E. Provide as-built record drawings to Utility Engineer of Record for purposes of preparing AutoCAD record drawings.

## 1.02 CONTRACTS

Construct all the Work under a single contract.

## 1.03 WORK SEQUENCE

- A. All work done under this Contract shall be done with a minimum of inconvenience to the users of the system or facility. The Contractor shall coordinate his work with private property owners such that existing utility services are maintained to all users to the maximum extent possible.
- B. The Contractor shall, if necessary and feasible, construct the work in stages to accommodate the County's use of the premises during the construction period; coordinate the construction schedule and operations with the County's Representative.
- C. The Contractor shall, where feasible, construct the Work in stages to provide for public convenience and not close off public use of any facility until completion of construction to provide alternative usage.

## 1.04 CONSTRUCTION AREAS

- A. The Contractor shall: Limit his use of the construction areas for work and for storage, to allow for:
  - 1. Work by other Contractors.
  - 2. County's Use.
  - 3. Public Use.
- B. Coordinate use of work site under direction of County's Representative.

- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products under the Contractor's control, which interfere with operations of the County or separate contractor.
- E. Obtain and pay for the use of additional storage of work areas needed for Contractor operations.

**1.05 COUNTY OCCUPANCY**

- A. It is assumed that portions of the Work will be completed prior to completion of the entire Work. Upon completion of construction of each individual facility, including testing, if the County, at its sole discretion, desires to accept the individual facility, the Contractor will be issued a dated certificate of completion and acceptance for each individual facility. The County will assume ownership and begin operation of the individual facility on that date and the three-year guaranty period shall commence on that date. The County has the option of not accepting the entire work as a whole until it is completed, tested and approved by the County.

**1.06 PARTIAL COUNTY OCCUPANCY**

The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the County's occupancy prior to substantial completion of the entire work.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## T01090 REFERENCE STANDARDS

### PART 1 GENERAL

#### 1.01 REQUIREMENTS

Abbreviations and acronyms used in Contract Documents to identify reference standards.

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes established stricter standards.
- B. Publication Date: The most recent publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

#### 1.03 ABBREVIATIONS, NAMES AND ADDRESSES OR ORGANIZATIONS

Obtain copies of reference standards direct from publication source, when needed for proper performance of work, or when required for submittal by Contract Documents.

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AASHTO	American Association of State Highway and Transportation Officials 444 North Capital Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Reford Station Detroit, MI 48219
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street NW Washington, DC 20036
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 179I Tullie Circle, N.E. Atlanta, GA 30329

ASME American Society of Mechanical Engineers  
345 East 47th Street  
New York, NY 10017

ASTM American Society for Testing and Materials  
1916 Race Street  
Philadelphia, PA 19103

AWWA American Water Works Association  
6666 West Quincy Avenue  
Denver, CO 80235

AWS American Welding Society  
2501 N.W. 7th Street  
Miami, FL 33125

CRSI Concrete Reinforcing Steel Institute  
180 North LaSalle Street, Suite 2110  
Chicago, IL 60601

FDEP Florida Department of Environmental Protection  
3900 Commonwealth Blvd.  
Tallahassee, Florida 32399

FDOT Florida Department of Transportation Standards Specifications for Road and  
Bridge Construction  
Maps & Publication Sales - Mail Station 12  
605 Suwannee St.  
Tallahassee, FL 32399-0450

FS Federal Specification  
General Services Administration Specifications and Consumer Information  
Distribution Section (WFSIS)  
Washington Navy Yard, Bldg. 197  
Washington, DC 20407

MCPW UTIL STD Manatee County Utility Engineering  
1022 26<sup>th</sup> Ave E  
Bradenton, FL 34208

MLSFA Metal Lath/Steel Framing Association  
221 North LaSalle Street  
Chicago, IL 60601

MMA Monorail Manufacturer's Association  
1326 Freeport Road  
Pittsburgh, PA 15238

NAAMM National Association of Architectural Metal Manufacturers  
221 North LaSalle Street  
Chicago, IL 60601

NEMA National Electrical Manufacturer's Assoc.

2101 L Street N.W.  
Washington, DC 20037

- OHSA Occupational Safety and Health Assoc.  
5807 Breckenridge Pkwy., Suite A  
Tampa, FL 33610-4249
- PCA Portland Cement Association  
5420 Old Orchard Road  
Skokie, IL 20076
- PCI Prestressed Concrete Institute  
20 North Wacker Drive  
Chicago, IL 60606
- SDI Steel Door Institute  
712 Lakewood Center North  
Cleveland, OH 44107
- SMACNA Sheet Metal and Air Conditioning Contractor's National Association  
8224 Old Court House Road  
Vienna, VA 22180
- SSPC Steel Structures Painting Council  
402 24<sup>th</sup> Street, Suite 600  
Pittsburgh, PA 15213
- SWFWMD Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604-6899
- UL Underwriter's Laboratories, Inc.  
333 Pfingston Road  
Northbrook, IL 60062

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION T01150 MEASUREMENT AND PAYMENT

### PART 1 GENERAL

#### 1.01 SCOPE

- A. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Form section of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each pay item.
- B. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the Technical Special Provisions. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

#### 1.02 ESTIMATED QUANTITIES

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The County does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

#### 1.03 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

#### 1.04 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

#### 1.05 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

#### 1.06 LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum totals.

#### 1.07 UNIT PRICE ITEM

Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work. Final payments shall not be requested by the Contractor or made by the County until as-built (record) drawings have been submitted and approved by the County.

1. Project signs and photographs.
2. Removal, repair, replacement or relocation of all signs, walls, private irrigation systems and related items.
3. Rubbish and spoil removal.
4. Shop Drawings, Working Drawings.
5. Clearing, grubbing and grading except as hereinafter specified.
6. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
7. Dewatering and disposal of surplus water.
8. Structural fill, backfill, and grading.
9. Replacement of unpaved roadways, and shrubbery plots.
10. Cleanup & miscellaneous work.
11. Foundation and borrow materials, except as hereinafter specified.
12. Testing and placing system in operation.
13. Any material and equipment required to be installed and utilized for the tests.
14. Pipe, structures, pavement replacement, asphalt and shell driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
15. Maintaining the existing quality of service during construction.
16. Maintaining or detouring traffic.
17. Appurtenant work as required for a complete and operable system.
18. Seeding and hydromulching.
19. As-built Record Drawings.

**PAY ITEM: UTILITY PIPE - POLYVINYL CHLORIDE, F&I, WATER/SEWER**

Payment for all work included in this Pay Item shall be made at the applicable Contract unit price bid per the schedule of prices for furnishing and installing the listed diameter PVC water main and force main (AWWA C-900-16, DR-18, CL-235) pipe and restraints as shown on the Contract Plans and listed on the Bid Form. Included in this Pay Item are also ductile iron fittings, thrust blocks, concrete deadman restraints, and sleeve couplings with an approved interior lining for utility pipe up to and including 6" diameter. All materials shall conform to the most updated version of the Manatee County Approved Product List. For pipes larger than 6" in diameter, this Pay Item includes all required thrust blocks, concrete deadman restraints, sleeve couplings, and interior linings, but any ductile iron fittings to be furnished and installed will be included in a separate Pay Item. Payment shall include cutting and handling of asbestos cement pipe (transite pipe) which must be performed by a Florida-licensed Asbestos Abatement Contractor. Contractor must furnish all permits, labor, material, services, insurance, tools, equipment, and notifications in accordance with EPA, OSHA, State, and all other applicable agencies to handle and remove asbestos material. Specifically, refer to EPA 40 CFR Part 61. Measurement and Payment shall be made for the actual length of the listed diameter pipe and installed and will represent full compensation for all labor, materials, excavation, including rock, dewatering, bedding, backfill, compaction, testing and equipment required to complete these Pay Items. No additional compensation shall be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill material, or for repair of any trench settlement

Pay Item No.	Description	Unit
1050 31 206	Utility Pipe - Polyvinyl Chloride, F&I, Water/Sewer, 6"	LF
1050 31 210	Utility Pipe - Polyvinyl Chloride, F&I, Water/Sewer, 10"	LF

**PAY ITEM: UTILITY PIPE - DUCTILE IRON/CAST IRON, F&I, WATER/SEWER**

Payment for all work included in this Pay Item shall be made at the applicable Contract unit price bid per the schedule of prices for furnishing and installing the listed diameter ductile iron self-restrained push-on joint pipe by a manufacturer on the Manatee County Approved Product List. Payment will also include all neoprene padding, PVC marking tape, and concrete deadman restraints as shown on the Contract Plans and listed on the Bid Form. All materials shall conform to the most updated version of the Manatee County Approved Product List. Payment shall include Cutting and handling of asbestos cement pipe (transite pipe) which must be performed by a Florida-licensed Asbestos Abatement Contractor. Contractor must furnish all permits, labor, material, services, insurance, tools, equipment, and notifications in accordance with EPA, OSHA, State, and all other applicable agencies to handle and remove asbestos material. Specifically, refer to EPA 40 CFR Part 61. Measurement and Payment shall be made for the actual length of the listed diameter pipe and installed and will represent full compensation for all labor, materials, polyethylene encasement, excavation, including rock, dewatering, bedding, backfill, compaction, testing and equipment required to complete these Pay Items. No additional compensation shall be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill material, or for repair of any trench settlement.

Pay Item No.	Description	Unit
1050 51 208	Utility Pipe - Ductile Iron/Cast Iron, F&I, Water/Sewer, 8"	LF

**PAY ITEM: UTILITY PIPE - STEEL, F&I, SPLIT CASING**

Payment for all work included, but is not limited to, under these Pay Items shall represent full compensation in accordance with the unit price bid per length foot of split steel casing, including casing spacers, welding, end seals with stainless steel clamps, and hardware. All materials shall conform to the most updated version of the Manatee County Approved Product List. Pay Item also represent full compensation for all labor, materials, excavation, including rock, dewatering, bedding, backfill, compaction, testing and equipment required to complete these Pay Items. No additional compensation shall be made for excavation below the bottom of the casing pipe, for rock removal or bedding and backfill material, or for repair of any trench settlement. No additional compensation shall be made for extensive dewatering or any water treatment services or equipment that may be required for contaminated groundwater.

Measurement for the steel casing shall be per length foot as shown on the Plans. Excavation, including rock as necessary, bedding, backfill, dewatering, sheeting, testing and any and all other items necessary for a completed system in accordance with the Plans shall be included. Payment shall represent full compensation for all

labor, materials, equipment, restoration and incidental items necessary to complete.

Pay Item No.	Description	Unit
1050 61 112	Utility Pipe - Steel, F&I, Casing, 12"	LF
1050 61 120	Utility Pipe - Steel, F&I, Casing, 20"	LF

**PAY ITEM: UTILITY PIPE - STEEL, F&I, CASING**

Payment for all work included, but is not limited to, under these Pay Items shall represent full compensation in accordance with the unit price bid per linear foot of standard steel casing, including casing spacers, welds, end seals with stainless steel clamps, and hardware. All materials shall conform to the most updated version of the Manatee County Approved Product List. Pay Item also represent full compensation for all labor, materials, excavation, including rock, dewatering, bedding, backfill, compaction, testing and equipment required to complete these Pay Items. No additional compensation shall be made for excavation below the bottom of the casing pipe, for rock removal or bedding and backfill material, or for repair of any trench settlement. No additional compensation shall be made for extensive dewatering or any water treatment services or equipment that may be required for contaminated groundwater.

Measurement for the steel casing shall be per length foot as shown on the Plans. Excavation, including rock as necessary, bedding, backfill, dewatering, sheeting, testing and any and all other items necessary for a completed system in accordance with the Plans shall be included. Payment shall represent full compensation for all labor, materials, equipment, restoration and incidental items necessary to complete.

Pay Item No.	Description	Unit
1050 61 112	Utility Pipe - Steel, F&I, Casing, 12"	LF
1050 61 120	Utility Pipe - Steel, F&I, Casing, 20"	LF

**PAY ITEM: UTILITY FITTING, DUCTILE IRON/CAST IRON, F&I**

Payment for all work included in these Pay Items will be made at the applicable Contract unit price bid for furnishing and installing each listed ductile iron fitting with approved interior lining per these specifications, thrust blocks, fitting restraints, and hardware as shown on the Plans and as specified in the Technical Special Provisions. All materials shall conform to the most updated version of the Manatee County Approved Product List. Payment will be made for each fitting installed and will represent full compensation for all labor, material, polyethylene encasement, excavation, including rock, bedding, backfill, compaction, testing and equipment required to complete these Pay Items.

Pay Item No.	Description	Unit
1055 51 110	Utility Fitting, Ductile Iron/Cast Iron, F&I, Elbow, 10"	EA
1055 51 310	Utility Fitting, Ductile Iron/Cast Iron, F&I, Reducer, 10"	EA

1055 51 108	Utility Fitting, Ductile Iron/Cast Iron, F&I, Elbow, 8"	EA
-------------	---	----

**PAY ITEM: UTILITY PIPE - REMOVE & DISPOSE**

Payment for all work included in these Pay Item shall be made at the applicable Contract unit price bid per the schedule of prices for removing and disposing of utility pipes to be taken out of service, including but not limited to the pipe, casing, fittings, restraints, and all appurtenances associated with removing the pipe from the ground. Pay Items also represent full compensation for all labor, materials including capping/plugging of existing utility pipes, excavation, including rock, concrete encasement, valve stem removal, valve box removal, dewatering, bedding, backfill, compaction, testing, disinfection, and equipment required to complete these Pay Items. Payment shall include Cutting and disposal of asbestos cement pipe (transite pipe) which must be performed by a Florida-licensed Asbestos Abatement Contractor. Contractor must furnish all permits, labor, material, services, insurance, tools, equipment, and notifications in accordance with EPA, OSHA, State, and all other applicable agencies to handle and remove asbestos material. Specifically, refer to EPA 40 CFR Part 61. No additional compensation shall be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill material, or for repair of any trench settlement. No additional compensation shall be made for extensive dewatering or any water treatment services or equipment that may be required for contaminated groundwater.

Pay Item No.	Description	Unit
1050 16 002	Utility Pipe - Remove and Dispose, 2"-4.9"	LF
1050 16 003	Utility Pipe - Remove & Dispose, 5" - 7.9"	LF
1050 16 004	Utility Pipe - Remove & Dispose, 8" - 19.9"	LF

**PAY ITEM: UTILITY PIPE - ADJUST/MODIFY**

Payment for all work included in these Pay Item shall be made at the applicable Contract unit price bid per the schedule of prices for adjusting or modifying utility pipes to maintain existing utility service connections in areas of work. This includes, but is not limited to, procurement, modification, and/or installation of all pipe, valves, fittings, concrete pads, curb stops, service casings, meter boxes, backflow prevention assemblies, tracer wire and all other associated appurtenances needed to maintain the existing service connection other than the tapping sleeve or saddle. Pay Items also represent full compensation for all labor, materials, excavation, including dewatering, bedding, backfill, compaction, testing, disinfection, and equipment required to complete these Pay Items. All materials shall conform to the most updated version of the Manatee County Approved Product List. Payment shall include Cutting and disposal of asbestos cement pipe (transite pipe) which must be performed by a Florida-licensed Asbestos Abatement Contractor. Contractor must furnish all permits, labor, material, services, insurance, tools, equipment, and notifications in accordance with EPA, OSHA, State, and all other applicable agencies to handle and remove asbestos material. Specifically, refer to EPA 40 CFR Part 61. No additional compensation shall be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill material, or for repair of any trench settlement. No additional compensation

shall be made for extensive dewatering or any water treatment services or equipment that may be required for contaminated groundwater.

Pay Item No.	Description	Unit
1050 15 001	Utility Pipe - Adjust/Modify, 0"-1.9"	EA

**PAY ITEM: TAPPING SADDLE/SLEEVE, REMOVE**

Payment for all work included in this Pay Item shall be made at the applicable Contract unit price bid per each tapping saddle or sleeve removed, as shown on the Contract Plans and listed on the Bid Form. Prior to the removal operation, the Contractor will contact the County as to the date and time of the proposed work to coordinate water main isolations. Payment shall include Cutting and handling of asbestos cement pipe (transite pipe) which must be performed by a Florida-licensed Asbestos Abatement Contractor. Contractor must furnish all permits, labor, material, services, insurance, tools, equipment, and notifications in accordance with EPA, OSHA, State, and all other applicable agencies to handle and remove asbestos material. Specifically, refer to EPA 40 CFR Part 61. Payment shall represent full compensation for all labor, material, equipment, excavation, including rock, bedding, backfill, compaction, testing and disinfection required to complete this Pay Item.

Pay Item No.	Description	Unit
1080 23	Tapping Saddle/Sleeve, Remove	EA

**PAY ITEM: TAPPING SADDLE/SLEEVE, FURNISH AND INSTALL**

Payment for all work included in this Pay Item shall be made at the applicable Contract unit price bid per each tapping saddle or sleeve furnished and installed, as shown on the Contract Plans and listed on the Bid Form. Pay item includes furnishing and installing new service saddle with 316 stainless steel hardware, 316 stainless steel test plugs, corporation stops, piping, fittings, and tracer wire as necessary to maintain the existing service connections as shown on the Plans and listed on the Bid Form. Prior to the removal operation, the Contractor will contact the County as to the date and time of the proposed work to coordinate water main isolations. All materials shall conform to the most updated version of the Manatee County Approved Product List. Payment shall include Cutting and handling of asbestos cement pipe (transite pipe) which must be performed by a Florida-licensed Asbestos Abatement Contractor. Contractor must furnish all permits, labor, material, services, insurance, tools, equipment, and notifications in accordance with EPA, OSHA, State, and all other applicable agencies to handle and remove asbestos material. Specifically, refer to EPA 40 CFR Part 61. Payment shall represent full compensation for all labor, material, equipment, excavation, including rock, bedding, backfill, compaction, testing and disinfection required to complete this Pay Item.

Pay Item No.	Description	Unit
1080 23 100	Tapping Saddle/Sleeve, Furnish and Install, 1"	EA

**PAY ITEM: UTILITY STRUCTURE, BELOW GROUND, ADJUST/MODIFY**

Payment for all work included in this Pay Item shall be made at the applicable Contract unit price bid per each manhole to be adjusted to bring rim to final grade. Pay item includes all necessary appurtenances such as rainwater inserts, gaskets, lids, mortar, precast polymer concrete rings, rubber sealants, 316 SS locking bolts, and concrete pads that are needed to adjust the manhole rim as shown on the Plans and listed on the Bid Form. Payment shall represent full compensation for all labor, material, excavation, including rock as necessary, bedding, backfill, compaction, testing and disinfection and equipment required to complete these Pay Items.

Manhole rings and covers shall be set to conform accurately to the finished ground or pavement grade as indicated on the construction drawings or as directed by the County. Rings on manholes shall be set concentric with the precast concrete adjusting rings and sealed with butyl rubber strips; 3” wide x ½” thick so that the space between the top of the adjustment rings and the bottom flanges of the rings will be made watertight. A ring of mortar shall be placed around the outside of the bottom flange at least one inch thick and pitched to shed water away from the frame. Mortar shall be extended to the outer edge of the masonry and finished smooth and flush with the top of the flange.

Existing manhole covers, which must be adjusted to existing or new pavement surfaces, shall be adjusted by modifying the existing precast concrete adjustment rings to bring the entire ring and cover to grade. No manhole cover adjustment rings shall be allowed. All materials shall conform to the most updated version of the Manatee County Approved Product List.

Pay Item No.	Description	Unit
1060 15	Utility Structure, Below Ground, Adjust/Modify	EA

**PAY ITEM: UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH & INSTALL**

Payment for all work included in this Pay Item shall be made at the applicable Contract unit price bid per each valve and box furnished and installed. Pay item includes installing new valve, valve box, tracer wire, tracer wire test box, restrained joints, rubber gaskets, cast iron lids, PVC risers, concrete pad, and 304 SS valve operator nut, bolt, and extension as shown on the Plans and listed on the Bid Form. All materials shall conform to the most updated version of the Manatee County Approved Product List. Payment shall represent full compensation for all labor, material, excavation, including rock as necessary, bedding, backfill, compaction, testing and disinfection and equipment required to complete these Pay Items.

Pay Item No.	Description	Unit
1080 24 110	Utility Fixture, Valve Assembly, Furnish & Install, 10”	EA

**PAY ITEM: UTILITY FIXTURE, VALVE ASSEMBLY, ADJUST/MODIFY**

Payment for all work included in this Pay Item shall be made at the applicable Contract unit price bid per each valve box to be adjusted to final grade. Pay item includes furnishing and installing any new valves, valve boxes, tracer wire, tracer wire test boxes, restrained joints, rubber gaskets, cast iron lids, PVC risers, concrete pads, and 304 SS valve operator nuts, bolts, and extensions as needed to make the adjustment as shown on the Plans and listed on the Bid Form. All materials shall conform to the most updated version of the Manatee County Approved Product List. Payment shall represent full compensation for all labor, material, excavation, including rock as necessary, bedding, backfill, compaction, testing and disinfection and equipment required to complete these Pay Items.

<b>Pay Item No.</b>	<b>Description</b>	<b>Unit</b>
1080 24 500	Utility Fixture, Valve Assembly, Adjust/Modify	EA

**PAY ITEM: CONCRETE SIDEWALK OR DRIVEWAY**

Payment for all work included in this Pay Item shall be made at the applicable Contract unit price bid per square yard of concrete sidewalk restoration as listed on the Bid Form and as shown in the Contract Documents. Pay item includes furnishing and installing any concrete, curb ramps, gutters, joint filler, bond breaker, detectable warnings, and other associated appurtenances as necessary to complete the sidewalk restorations as shown on the Plans and listed on the Bid Form. Measurement of restoration will be per the actual number of square yards implemented per the limits shown in the contract drawings. All sidewalk and driveway restoration shall meet the requirements of FDOT Standard Plans, Index 522, Latest Edition. Payment shall represent full compensation for all labor, materials and equipment for compacting subgrade, furnishing and installing the concrete including sidewalk, handicapped ramps, detectable warnings, and all incidentals including steel reinforcement necessary to complete the restoration as shown on the Contract Drawings and included in the Specifications, all ready for approval and acceptance by the County.

<b>Pay Item No.</b>	<b>Description</b>	<b>Unit</b>
522 1	Concrete Sidewalk or Driveway, 4" Thick	SY
522 2	Concrete Sidewalk or Driveway, 6" Thick	SY

**PAY ITEM: PERFORMANCE TURF, SOD**

Payment for all work included in this Bid Item will be made at the applicable Contract unit price bid per square yard for furnishing and installing sod to match existing conditions along the project alignment where utility work is being completed. Payment shall represent full compensation for all labor, materials, necessary

equipment, and incidentals necessary to complete the work, ready for approval and acceptance by the County.

<b>Pay Item No.</b>	<b>Description</b>	<b>Unit</b>
570 12	Performance Turf, Sod	SY

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF ARTICLE**

## SECTION T01340 SHOP DRAWINGS, PROJECT DATA AND SAMPLES

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the County for review and approval: working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this section called data) that have been produced within the last three (3) years, and material samples (hereinafter in this section called samples) as are required for the proper control of work, including, but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings. Submittals may be done electronically via PDF documents.
- B. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the County. The County will provide the initial submittal log in electronic format. The electronic log (excel file) shall be passed back and forth between the Contractor and the County for each submittal package. This log shall include the following items:
1. Submittal description and number assigned.
  2. Date to County.
  3. Date returned to Contractor (from County).
  4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
  5. Date of Resubmittal and Return (as applicable).
  6. Date material released (for fabrication).
  7. Projected date of fabrication.
  8. Projected date of delivery to site.
  9. Projected date and required lead time so that product installation does not delay contact.
  10. Status of O&M manuals submitted.

#### 1.03 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the County for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the County without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the contract Documents.
- B. The Contractor shall ensure that all submitted cut sheets, product sheets, product documentation, etc. are current versions of the product information and are not older than three (3) years. Product certification(s) shall be no older than three (3) years. Any submitted documents found to be beyond the acceptable date ranges shall be rejected.
- C. Determine and verify:
1. Field measurements.
  2. Field construction criteria.
  3. Catalog numbers and similar data.
  4. Conformance with Specifications and indicate all variances from the Specifications.

- D. The Contractor shall furnish the County a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- E. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the County, with No Exceptions Taken or Approved As Noted.
- F. The Contractor shall submit to the County all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the County receives them. Submittals are to be scheduled, submitted, reviewed, and approved prior to the acquisition of the material or equipment. Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow time for potential resubmittal.
- G. No delay costs or time extensions will be allowed for time lost in late submittals or resubmittals.
- H. All material & product submittals, other than samples, may be transmitted electronically as a pdf file. All returns to the contractor will be as a pdf file only unless specifically requested otherwise.
- I. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by County of the necessary Shop Drawings.

**1.04 COUNTY'S REVIEW OF SHOP DRAWINGS AND WORKING DRAWINGS**

- A. The County's review of drawings, data and samples submitted by the Contractor shall cover only general conformity to the Specifications, external connections and dimensions which affect the installation.
- B. The review of drawings and schedules shall be general and shall not be construed:
  - 1. As permitting any departure from the Contract requirements.
  - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions and materials.
  - 3. As approving departures from details furnished by the County, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the County finds to be in the interest of the County and to be so minor as not to involve a change in Contract Price or time for performance, the County may return the reviewed drawings without noting any exception.
- D. When reviewed by the County, each of the Shop and Working Drawings shall be identified as having received such review being so stamped and dated. Shop Drawings stamped "REJECTED" and with required corrections shown shall be returned to the Contractor for correction and resubmittal.

- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals, the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the County on previous submissions. The Contractor shall make any corrections required by the County.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the County.
- G. The County shall review a submittal/resubmittal a maximum of three (3) times after which cost of review shall be borne by the Contractor. The cost of engineering shall be equal to the County's actual payroll cost.
- H. When the Shop and Working Drawings have been completed to the satisfaction of the County, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the County.
- I. No partial submittals shall be reviewed. Incomplete submittals shall be returned to the Contractor and shall be considered not approved until resubmitted.

**1.05 SHOP DRAWINGS**

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, drawings, setting drawings, schedule drawings, manufacturer's scale drawings and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the County and shall bear the Contractor's stamp of approval and original signature as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval and original signature shall be returned to the Contractor for resubmission.
- C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
  - 1. Number and title of the drawing.
  - 2. Date of Drawing or revision.
  - 3. Name of project building or facility.
  - 4. Name of contractor and subcontractor submitting drawing.
  - 5. Clear identification of contents and location of the work.
  - 6. Specification title and number.
- D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility of executing the work in accordance with the Contract, even though such drawings have been reviewed.

- E. Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- F. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the County along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and have been in operation for a period of at least one (1) year.
- H. Only the County will utilize the color "red" in marking shop drawing submittals.

## **1.06 SUBMITTAL PREPARATION**

- A. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
- B. Collect required data for each specific material, product, unit of work, or system into a single submittal. Prominently mark choices, options, and portions applicable to the submittal. Partial submittals will not be accepted for expedition of construction effort. Submittal will be returned without review if incomplete.
- C. If available product data is incomplete, provide Contractor-prepared documentation to supplement product data and satisfy submittal requirements.
- D. All irrelevant or unnecessary data shall be removed from the submittal to facilitate accuracy and timely processing. Submittals that contain the excessive amount of irrelevant or unnecessary data will be returned with review.
- E. Provide a transmittal form for each submittal with the following information:
  1. Project title, location and number.
  2. Construction contract number.
  3. Date of the drawings and revisions.
  4. Name, address, and telephone number of subcontractor, supplier, manufacturer, and any other subcontractor associated with the submittal.
  5. List paragraph number of the specification section and page number; and sheet number of the contract drawings by which the submittal is required.
  6. When a resubmission, the resubmittal document name shall remain the same, but shall add an alphabetic suffix on submittal description. For example, submittal 18 would become 18A, to indicate resubmission.
  7. Product identification and location in project.
- F. The Contractor is responsible for reviewing and certifying that all submittals are in compliance with contract requirements before submitting to the County for review.
- G. Stamp, sign, and date each submittal transmittal form indicating action taken.

- H. Stamp used by the Contractor on the submittal transmittal form to certify that the submittal meets contract requirements is to be similar to the following:

<p>CONTRACTOR (Firm Name)</p> <p>____ Approved</p> <p>____ Approved with corrections as noted on submittal data and/or attached sheet(s).</p> <p>I certify that the following document and information has been verified to be is not more than three (3) years old.</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
---

**1.07 WORKING DRAWINGS**

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's fabrication and erection drawings for structures such as roof trusses, steelwork, precast concrete elements, bulkheads, support of open cut excavation, support of utilities, groundwater control systems, forming and false work; underpinning; and for such other work as may be required for construction of the project.
- B. Copies of working drawings as noted above, shall be submitted to the County where required by the Contract Documents or requested by the County and shall be submitted at least thirty (30) days (unless otherwise specified by the County) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the County, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the County and Engineer shall not have responsibility therefor.

**1.08 SAMPLES**

- A. The Contractor shall furnish, for the review of the County, samples required by the Contract Documents or requested by the County. Samples shall be delivered to the County as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until reviewed by the County.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.
  3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
1. Name of product.
  2. Name of Contractor and Subcontractor.
  3. Material or equipment represented.
  4. Place of origin.
  5. Name of Producer and Brand (if any).
  6. Location in project.  
(Samples of finished materials shall have additional markings that will identify them under the finished schedules.)
  7. Reference specification paragraph.
- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the County. Review of a sample shall be only for the characteristics or use named in such and shall not be construed to change or modify any Contract requirements.
- E. Reviewed samples not destroyed in testing shall be sent to the County or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. If requested at the time of submission, samples which failed testing or were rejected shall be returned to the Contractor at his expense.

**1.09 APPROVED SUBMITTALS**

- A. County approval of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory.
- B. County approval of a submittal does not relieve the Contractor of the responsibility for any error which may exist. The Contractor is responsible for fully complying with all contract requirements and the satisfactory construction of all work, including the need to check, confirm, and coordinate the work of all subcontractors for the project. Non-compliant material incorporated in the work will be removed and replaced at the Contractor's expense.
- C. After submittals have been approved, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.
- D. Retain a copy of all approved submittals at project site, including approved samples.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION T01600 MATERIAL AND EQUIPMENT**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Material and equipment incorporated into the work:
1. Conform to applicable specifications and standards.
  2. Comply with size, make, type and quality specified, or as specifically approved in writing by the County.
  3. Manufactured and Fabricated Products:
    - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
    - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
    - c. Two or more items of the same kind shall be identical and manufactured by the same manufacturer.
    - d. Products shall be suitable for service conditions.
    - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
  4. Do not use material or equipment for any purpose other than that for which it is specified.
  5. All material and equipment incorporated into the project shall be new.

#### **1.02 MANUFACTURER'S INSTRUCTIONS**

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to County. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with County prior to proceeding. Do not proceed with work without clear instructions.

#### **1.03 TRANSPORTATION AND HANDLING**

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

#### **1.04 SUBSTITUTIONS AND PRODUCT OPTIONS**

Contractor's Options:

1. For products specified only by reference standard, select any product meeting that standard.
2. For products specified by naming one or more products or manufacturers and "or equal", Contractor must submit a request for substitutions of any product or manufacturer not specifically named in a timely manner so as not to adversely affect the construction schedule.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION T01720 PROJECT RECORD DOCUMENTS

### PART 1 STANDARDS

#### 1.01 MINIMUM RECORD DRAWING STANDARDS FOR ALL RECORD DRAWINGS SUBMITTED TO MANATEE COUNTY

- A. Record drawings shall be submitted to at least the level of detail in the contract documents. It is anticipated that the original contract documents shall serve as at least a background for all record information. Original drawings in CAD format may be requested of the County.
- B. Drawings shall meet the criteria of paragraph 2.04 D above and as mentioned in Section 1.14 Record Drawings in the Manatee County Public Works Standards, Part I Utilities Standards Manual approved June 2015.

### PART 2 STANDARDS

#### 2.01 REQUIREMENTS INCLUDED

- A. Contractor shall maintain at the site for the County one record copy of:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. County's field orders or written instructions.
  - 6. Approved shop drawings, working drawings and samples.
  - 7. Field test records.
  - 8. Construction photographs.

#### 2.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the County.

#### 2.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the County.

#### 2.04 RECORDING DRAWINGS PREPARATION

- A. Record information concurrently with construction progress.
- B. Do not conceal any work until required information is recorded.
- C. Drawings; Legibly mark to record actual construction:
  - 1. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc. Locations of drainage ditches, swales, water lines and force mains shall be shown every 200 feet (measured along the centerline) or alternate lot lines, whichever is closer. Dimensions at these locations shall indicate distance from centerline of right-of-way to the facility.
  - 2. Field changes of dimension and detail.
  - 3. Changes made by Field Order or by Change Order.
  - 4. Details not on original contract drawings.
  - 5. Equipment and piping relocations.
  - 6. Locations of all valves, fire hydrants, manholes, water and sewer services, water and force main fittings, underdrain cleanouts, catch basins, junction boxes and any other structures located in the right-of-way or easement, shall be located by elevation and by station and offset based on intersection P.I.'s and centerline of right-of-way. For facilities located on private roads, the dimensioning shall be from centerline of paving or another readily visible baseline.
  - 7. Elevations shall be provided for all manhole rim and inverts; junction box rim and inverts; catch basin rim and inverts; and baffle, weir and invert elevations in control structures. Elevations shall also be provided at the PVI's and at every other lot line or 200 feet, whichever is less, of drainage swales and ditches. Bench marks and elevation datum shall be indicated.
  - 8. Slopes for pipes and ditches shall be recalculated, based on actual field measured distances, elevations, pipe sizes, and type shown. Cross section of drainage ditches and swales shall be verified.
  - 9. Centerline of roads shall be tied to right-of-way lines. Elevation of roadway centerline shall be given at PVI's and at all intersections.
  - 10. Record drawings shall show bearings and distances for all right-of-way and easement lines, and property corners.
  - 11. Sidewalks, fences and walls, if installed at the time of initial record drawing submittal, shall be located every 200 feet or alternate lot lines, whichever is closer. Dimensions shall include distance from the right-of-way line and the back of curb and lot line or easement line.
  - 12. Sanitary sewer mainline wyes shall be located from the downstream manhole. These dimensions shall be provided by on-site inspections or televising of the sewer following installation.
  - 13. Elevations shall be provided on the top of operating nuts for all water and force main valves.
  - 14. Allowable tolerance shall be  $\pm 6.0$  inches for horizontal dimensions. Vertical dimensions such as the difference in elevations between manhole inverts shall have an allowable tolerance of  $\pm 1/8$  inch per 50 feet (or part thereof) of horizontal distance up to a maximum tolerance of  $\pm 2$  inch.
  - 15. Properly prepared record drawings on mylar, together with two copies, shall be certified by a design professional (Engineer and/or Surveyor registered in the State of Florida), employed by the Contractor, and submitted to the County.
- D. Specifications and Addenda; Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
  2. Changes made by field order or by change order.
- E. Shop Drawings (after final review and approval):
1. Five sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

## **2.05 SUBMITTAL**

- A. Prior to substantial completion and prior to starting the bacteria testing of water lines, deliver signed and sealed Record Documents and Record Drawings to the County. These will be reviewed and verified by the inspector. If there are any required changes or additions, these shall be completed and the entire signed and sealed set resubmitted prior to final pay application.
- B. The Contractor shall employ a Professional Engineer or Surveyor registered in the State of Florida to verify survey data and properly prepare record drawings. Record drawings shall be certified by the professional(s) (Engineer or Surveyor licensed in Florida), as stipulated by the Land Development Ordinance and submitted on signed and sealed paper drawings, signed and dated mylar drawings together with an AutoCAD version on a recordable compact disk (CD).
- C. The CD shall contain media in AutoCad Version 2004 or later, or in any other CAD program compatible with AutoCad in DWG or DXF form. All fonts, line types, shape files, external references, or other pertinent information used in the drawing and not normally included in AutoCad shall be included on the media with a text file or attached noted as to its relevance and use.
- D. Accompany submittal with transmittal letter, containing:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Title and number of each Record Document.
  5. Signature of Contractor or his authorized representative.

Note: The data required to properly prepare these record drawings shall be obtained at the site, at no cost to the County by the responsible design professional or his/her duly appointed representative. The appointed representative shall be a qualified employee of the responsible design professional or a qualified inspector retained by the responsible design professional on a project-by-project basis.

## **PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION T01730 OPERATING AND MAINTENANCE DATA

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Compile product data and related information appropriate for County's maintenance and operation of products furnished under Contract.

Prepare operating and maintenance data as specified in this and as referenced in other pertinent sections of Specifications.

- B. Instruct County's personnel in maintenance of products and equipment and systems.
- C. Provide three (3) sets of operating and maintenance manuals for each piece of equipment provided within this Contract.

#### 1.02 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by County's personnel.

- B. Format:

1. Size: 8-1/2 inch x 11 inch
2. Paper: 20 pound minimum, white, for typed pages
3. Text: Manufacturer's printed data or neatly typewritten
4. Drawings:
  - a. Provide reinforced punched binder tab, bind in with text.
  - b. Fold larger drawings to size of text pages.
5. Provide fly-leaf for each separate product or each piece of operating equipment.
  - a. Provide typed description of product and major component parts of equipment.
  - b. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
  - a. Title of Project.
  - b. Identity of separate structures as applicable.
  - c. Identity of general subject matter covered in the manual.

- C. Binders:

1. Commercial quality three-ring binders with durable and cleanable plastic covers.
2. Maximum ring size: 1 inch.
3. When multiple binders are used, correlate the data into related consistent groupings.

#### 1.03 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three copies of complete manual in final form.

- B. Content for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.
  - a. Function, normal operating characteristics and limiting conditions.

- b. Performance curves, engineering data and tests.
- c. Complete nomenclature and commercial number of replaceable parts.
- 2. Operating Procedures:
  - a. Start-up, break-in, routine and normal operating instructions.
  - b. Regulation, control, stopping, shut-down and emergency instructions.
  - c. Summer and winter operating instructions.
  - d. Special operating instructions.
- 3. Maintenance Procedures:
  - a. Routine operations.
  - b. Guide to "trouble-shooting".
  - c. Disassembly, repair and reassembly.
  - d. Alignment, adjusting and checking.
- 4. Servicing and lubricating schedule.
  - a. List of lubricants required.
- 5. Manufacturer's printed operating and maintenance instructions.
- 6. Description of sequence of operation by control manufacturer.
- 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
  - a. List of predicted parts subject to wear.
  - b. Items recommended to be stocked as spare parts.
- 8. As installed control diagrams by controls manufacturer.
- 9. Each contractor's coordination drawings.
  - a. As installed color coded piping diagrams.
- 10. Charts of valve tag numbers, with location and function of each valve.
- 11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
- 12. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic system, as appropriate:

- 1. Description of system and component parts.
  - a. Function, normal operating characteristics and limiting conditions.
  - b. Performance curves, engineering data and tests.
  - c. Complete nomenclature and commercial number of replaceable parts.
- 2. Circuit directories of panelboards.
  - a. Electrical service.
  - b. Controls.
  - c. Communications.
- 3. As-installed color coded wiring diagrams.
- 4. Operating procedures:
  - a. Routine and normal operating instructions.
  - b. Sequences required.
  - c. Special operating instructions.
- 5. Maintenance procedures:
  - a. Routine operations.
  - b. Guide to "trouble-shooting".
  - c. Disassembly, repair and reassembly.
  - d. Adjustment and checking.
- 6. Manufacturer's printed operating and maintenance instructions.
- 7. List of original manufacture's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
- 8. Prepare and include additional data when the need for such data becomes apparent during instruction of County's personnel.

- D. Prepare and include additional data when the need for such data becomes apparent during instruction on County's personnel.
- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

**1.04 SUBMITTAL SCHEDULE**

- A. Submit one copy of completed data in final form fifteen days prior to substantial completion.
  - 1. Copy will be returned after substantial completion, with comments (if any).
- B. Submit two copies of approved data in final form. Final acceptance will not be provided until the completed manual is received and approved.

**1.05 INSTRUCTION OF COUNTY'S PERSONNEL**

- A. Prior to final inspection or acceptance, fully instruct County's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
  - 1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**DIVISION T2      SITE WORK**

**SECTION T02064   MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT**

**PART 1      GENERAL**

**1.01      SCOPE OF WORK**

Furnish all labor, materials, equipment and incidentals required to modify, alter and/or convert existing structures as shown or specified and as required for the installation of piping, mechanical equipment and appurtenances. Existing piping and equipment shall be removed and dismantled as necessary for the performance of facility alterations in accordance with the requirements herein specified.

**PART 2      PRODUCTS**

- A. Epoxy mortar shall be fiberglass fiber mixed with an epoxy filler.
- B. Non-shrink grout shall be a sand-cement, non-metallic formulation, having a 28-day strength of 4,000 psi and 0.0 percent shrinkage per ASTM C1090.
- C. Liners to be installed in existing manholes and wetwells shall be spray-applied, monolithic, reinforced urethane resin. Urethane resin-based manhole liner material shall be resistant to hydrogen sulfide gas, and other common contents found in a sanitary sewer environment.
- D. Approved spray liners can be found in the Utility Approved Product List approved on Feb 2020.

**PART 3      EXECUTION**

**3.01      GENERAL**

- A. Cut, repair, reuse, excavate, demolish or otherwise remove parts of the existing structures or appurtenances, as indicated on the construction drawings, or as necessary to complete the work as required. Dispose of surplus materials resulting from the above work in an approved manner. The work shall include all necessary cutting and bending of reinforcing steel, structural steel, or miscellaneous metal work found embedded in the existing structures.
- B. Dismantle and remove all existing equipment, piping, and other appurtenances required for the completion of the work. Where called for or required, cut existing pipelines for the purpose of making connections thereto.
- C. Anchor bolts for equipment and structural steel to be removed shall be cut off one inch below the concrete surface. Surfaces shall then be refinished using non-shrink grout or epoxy mortar or as indicated on the construction drawings. Repairs to the interior surfaces of existing concrete structures in sanitary sewers shall be made with epoxy mortar. Repairs to be made on other existing concrete surfaces using non-shrink grout shall be made using a bonding agent such as Acrylbond by Concrete Producers Solutions or an equal approved by the County. Remove all dirt, curing compounds, sealers, paint, rust or other foreign

material, and etch with muriatic acid solution. Flush with clean water and while still damp, apply a coating of the bonding agent. Place the new grout patch onto the treated area immediately.

- D. At the time that a new connection is made to an existing pipeline, additional new piping, extending to and including a new valve, shall be installed. Pipe restraint devices, if required, shall also be installed as required. At the time when a new potable or reclaimed water service is installed, a pipe locator tracer wire shall be installed and connected to the tracer wire at the main.
- E. No existing structure, equipment, or appurtenance shall be shifted, cut, removed, or otherwise altered except with the express approval of and only to the extent approved by the County. All existing valve boxes, fire hydrants, air release valve cabinets, and manholes shall be relocated to meet the new finished grade elevations after construction.
- F. When removing materials or portions of existing utility pipelines or structures or when making openings in walls and partitions, take all precautions and use all necessary barriers and other protective devices so as not to damage the structures beyond the limits necessary for the new work, and not to damage the structures or contents by falling or flying debris. Unless otherwise approved by the County, saw-cutting, rotary core-boring, or line drilling will be required in removing material from existing concrete structures or pipes.
- G. Materials and equipment removed in the course of making alterations and additions shall remain the property of the County, except that items not salvageable, as determined by the County, shall be disposed of off the work site.
- H. All alterations to existing utility pipes and structures shall be done at such time and in such a manner as to comply with the approved time schedule. Before any part of the work is started, all tools, equipment, and materials shall be assembled and made ready so that the work can be completed without delays.
- I. All cutting of existing concrete or other material to provide suitable bonding to new work shall be done in a manner to meet the requirements of the respective section of these Standards covering the new work. When not covered, the work shall be carried on in the manner and to the extent directed by the County or per the construction drawings.
- J. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- K. Non-shrink cementitious grout shall be used for setting wall castings, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as shown on the construction drawings. The surface to which grout is to be applied shall be wetted to facilitate good bonding.
- L. Where necessary or required for the purpose of making connections; cut existing pipelines in a manner to provide an approved joint. Where required, use flanges, couplings, or adapters, all as required.
- M. Provide flumes, hoses, piping, pumps and well points, and other related items to divert or provide suitable plugs, bulkheads, or other means to hold back the flow of water or other liquids, all as required in the performance of the work.

- N. Care shall be taken not to damage any part of existing buildings or foundations or outside structures.
- O. Prior to entering confined spaces in sanitary sewer structures, conduct an evaluation of the atmosphere within, in accordance with local, state, and federal regulations. Provide ventilation equipment and other equipment as required to assure safe working conditions.

### **3.02 CONNECTING TO EXISTING PIPING AND EQUIPMENT**

The Contractor shall verify exact location, material, alignment, joint, etc. of existing piping and equipment prior to making the connections called out in the Drawings. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection. A County Inspector must be present for all tie-ins for a visual inspection.

### **3.03 REMOVAL AND ABANDONMENT OF ASBESTOS CEMENT PIPE AND APPURTENANCES**

- A. All work associated with the removal or abandonment of existing asbestos cement pipe and appurtenances shall be performed by a licensed asbestos removal Contractor registered in the State of Florida.
- B. The asbestos Contractor shall contact the appropriate regulatory agencies prior to removal or abandonment of any asbestos material and shall obtain all required permits and licenses and issue all required notices. The cost for all fees associated with permits, licenses and notices to the governing regulatory agencies shall be borne by the asbestos Contractor.
- C. All work associated with removal or abandonment of asbestos cement pipe and appurtenances shall be performed in accordance with the standards listed below and all other applicable local, State, or Federal standards.

- (1) Florida Administrative Code, Chapter 62-257, ASBESTOS PROGRAM
- (2) Title 40 CFR, Part 61, Subpart M, NATIONAL EMISSION STANDARD FOR ASBESTOS
- (3) Occupational Safety and Health Act, Title 29 CFR
- (4) Title 40 CFR, Part 763, ASBESTOS
- (5) Florida Statute Title XXXII, Chapter 469, ASBESTOS ABATEMENT

- D. All asbestos cement pipe sections indicated on the construction drawings to be removed, and all related tees, valves, fittings and appurtenances shall be removed in their entirety and disposed of by the asbestos Contractor in accordance with this Section. Asbestos cement nipples between tees and valves shall be replaced. After removal of the pipelines, all excavations shall be backfilled in accordance with the applicable provisions of the Trenching and Excavation Section of these Standards. The cost of disposing of the removed materials shall be borne by the asbestos Contractor.
- E. The cutting of existing asbestos-cement (A/C, a.k.a. "Transite") pipe shall be by hand tools only. No powered machine cutting is allowed. Removal of all fragments of pipe shall be double bagged prior to shipment. Longer sections of pipe removed may be shipped without double bagging. An asbestos manifest form must accompany each shipment of such pipe or pipe material waste to the Manatee County Lena Road Landfill. Prior to each shipment, a minimum of 24 hours notice to the Landfill field office (telephone (941) 748-5543) is required.

**3.04 IN-PLACE GROUTING OF EXISTING PIPE**

- A. Where water and wastewater utility pipes are to be abandoned in place, they shall be filled with a nonshrinking sand-cement grout. When such pipes are made of asbestos-cement materials, the abandonment activities shall be performed by a licensed asbestos Contractor. It is completely the Contractor’s responsibility to obtain all regulatory clearances and provide documentation in cases where they have determined that an asbestos-cement pipe abandonment activity by in-place grouting does not require a licensed asbestos Contractor.
- B. The ends of the pipe sections to be grout-filled shall be capped or plugged with suitable pipe fittings. The grout material shall be of suitable properties and the pumping pressure shall be such that the pipe sections are filled completely with grout. All above ground features shall be removed: hydrants, meters, valve & meter boxes, pads, vaults, etc. Existing tees, crosses, and valves left in service shall be plugged and restrained.
- C. The County shall be given timely notice so that the County’s representative may be present to monitor all pipe grouting operations. Provide standpipes and/or additional means of visual inspection as required to determine if adequate grout material has filled the entire pipe sections.
- A. All tees, crosses, and valves left in service shall be plugged and restrained.
- B. Existing pipelines that are being grouted and abandoned must be cut and capped at a maximum distance of 2,000 linear foot segments. The caps must have offset grout port on the top side of the cap. The County preferred grout mix in the contract specifications must be used.
- C. Approved Grout Mix is shown below:

<b>Materials Per Cubic Yard</b>				
<b>Material</b>	<b>Description</b>	<b>Amount Qty</b>	<b>Specific Gravity</b>	<b>Absolute Volume</b>
Cement	Cement Type I/II ASTM C150	400 lbs	3.15	2.04
Fly Ash	Fly Ash Class F ASTM C618	1350 lbs	2.45	8.83
Total Water	Potable	118 gal.		
Total Water	(includes any admixture water present)	982.9 lbs		15.75
<b>TOTAL CEMENTITIOUS MATERIAL PER ASTM C595</b>		1750 lbs		
Design Percent Air (Entrapped and Entrained)		1.5%		
Slump Range (From Mixer Discharge)		N/A		Absolute Volume  27 CF
Air Content (From Mixer Discharge)		2.0% (±1.5%)		

Plastic Density ("Unit Weight")		101.2 lb/sf		
W/CM Ratio		0.56		
Total Mix Weight		2733 lb/cy		

Note: Grout mix strength shall be 340 psi @ 28 days

### 3.05 SPRAY-APPLIED LINERS

- A. Use a high-pressure water spray to remove all foreign material from the walls and bench of the structure. Loose or protruding masonry materials shall be removed using a hammer and chisel. Fill any voids, holes or cracks using a hand trowel with epoxy mortar to form a uniform surface. Place covers over all pipe openings to prevent extraneous material from entering the pipes. Block or divert sewer flow from entering the structure. Any infiltration leaks shall be stopped by using such methods as approved by the County.
- B. The liner material shall be sprayed onto the invert, bench and wall areas. The sprayed-on material shall be applied such that the entire structure is lined with a structurally enhanced monolithic liner. The thickness of the wall liner material shall be such that it will withstand the hydraulic load generated by the surrounding groundwater table, using a factor of safety of two, and using the assumption that the groundwater table is at the level of the top of the structure. The invert and bench liner material shall be the same thickness as that required for the base of the wall.
- C. Special care shall be used to provide a smooth transition between the intersecting pipelines and the manhole inverts such that flow is not impaired. Remove concrete material from the existing manhole base channel in depth to the required thickness of the new liner material.
- D. No active sewer flow shall be allowed in the newly lined structure, nor shall any vacuum tests be performed, until the liner material has had adequate time to cure, as recommended by the liner material manufacturer.
- E. Install the coating systems per manufacturer's recommendation and completely protect the structure from corrosion. The liner or coating systems must extend and seal onto manhole ring, onto and around pipe openings and any other protrusions, and completely cover the bench and flow invert. Provide a five (5)-year unlimited warranty on all workmanship and products. The work includes the surface preparation and application of the coating or liner system, and shall protect the structure for at least five (5) years from all leaks and from failure due to corrosion from exposure to corrosive gases such as hydrogen sulfide.

### 3.06 CONNECTION TO EXSTING MANHOLE

- A. Where required or as indicated on the construction drawings, make connection of new pipelines to existing manhole structures. If pipe stub-outs of the correct size and position are not available, make connections by removing a portion of the manhole wall by mechanical rotary core boring. The connection between pipe and concrete manhole shall be complete with resilient seals meeting the requirements of ASTM C923.
- B. A new channel shall be formed in the manhole base by removing and reforming or by providing new concrete to convey the new flow into the existing channel in accordance with the standard requirements for new sewer manhole structures. Flow direction shall not change by more than 90 degrees within the manhole base.

- C. Repair internal coating of existing manholes cored during connection of new sewers by applying approved coating material as listed above in accordance with the manufacturer's recommendations. If existing manhole has an internal coating other than that listed above, sandblast the interior of the existing manhole and apply an approved coating in accordance with the manufacturer's recommendations.
- D. When connecting a force main to an existing manhole, the force main termination manhole and the next two manholes downstream shall be rehabilitated and lined with a currently approved liner. If the existing manholes are lined with a non-conforming liner according to Part 2.D above, the existing liner shall be removed and replaced, unless otherwise noted on the plans or with written approval by the County.

**END OF SECTION**

## SECTION T02100 SITE PREPARATION

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. This Section covers clearing, grubbing and stripping of the project site and/or along the pipeline route.
- B. The Contractor shall clear and grub all of the area within the limits of construction or as required, which includes, but is not limited to utility easements. The width of the area to be cleared shall be reviewed by the County prior to the beginning of any clearing.
- C. The Contractor's attention is directed to any Soil Erosion and Sediment Control Ordinances in force in Manatee County. The Contractor shall comply with all applicable sections of these ordinances.

### PART 2 PRODUCTS (NOT USED)

### PART 3 EXECUTION

#### 3.01 CLEARING

The surface of the ground, for the area to be cleared and grubbed shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish and all other objectionable obstructions resting on or protruding through the surface of the ground. However, trees shall be preserved as hereinafter specified unless otherwise designated by the County. Clearing operations shall be conducted so as to prevent damage to existing structures and installations and to those under construction, so as to provide for the safety of employees and others. Soil erosion control devices such as hay bales and silt fences shall be installed to satisfy all Federal, State and County requirements.

#### 3.02 GRUBBING

Grubbing shall consist of the complete removal of all stumps, roots larger than 1-1/2 inches in diameter, matted roots, brush, timber, logs and any other organic or metallic debris not suitable for foundation purposes, resting on, under or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for or by the removal of such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.

#### 3.03 STRIPPING

In areas so designated, topsoil shall be stockpiled. Topsoil so stockpiled shall be protected until it is placed as specified. The County shall have the option to receive all excess topsoil materials. The Contractor shall pay all equipment and labor cost to deliver excess top soil material to a remote site chosen by the County within a five mile radius of the construction site. Should County not choose to receive any or all excess topsoil materials, the Contractor shall dispose of said material at no additional cost to County.

#### 3.04 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

The Contractor shall dispose of all material and debris from the clearing and grubbing

operation by hauling such material and debris off site. The cost of disposal (including hauling) of cleared and grubbed material and debris shall be considered a subsidiary obligation of the Contractor; the cost of which shall be included in the prices bid for the various classes of work.

**3.05 PRESERVATION OF TREES**

Those trees which are not designated for removal by the County shall be carefully protected from damage. The Contractor shall erect such barricades, guards and enclosures as may be considered necessary by him for the protection of the trees during all construction operation.

**3.06 PRESERVATION OF DEVELOPED PRIVATE PROPERTY**

- A. The Contractor shall exercise extreme care to avoid unnecessary disturbance of developed private property adjacent to proposed project site. Trees, shrubbery, gardens, lawns and other landscaping, which are not designated by the County to be removed, shall be replaced and replanted to restore the construction easement to the condition existing prior to construction.
- B. All soil preservation procedures and replanting operations shall be under the supervision of a nursery representative experienced in such operations.
- C. Improvements to the land such as fences, walls, outbuildings and other structures which of necessity must be removed, shall be replaced with equal quality materials and workmanship.
- D. The Contractor shall clean up the construction site across developed private property directly after construction is completed upon approval of the County.

**3.07 PRESERVATION OF PUBLIC PROPERTY**

The appropriate paragraphs of these Specifications shall apply to the preservation and restoration of public lands, parks, rights-of-way, easements and all other damaged areas. This includes, but is not limited to the trimming of trees damaged by contractor's equipment.

**END OF SECTION**

**SECTION T02220 EXCAVATION, BACKFILL, FILL AND GRADING FOR STRUCTURES**

**PART 1 GENERAL**

**1.01 SCOPE OF WORK**

- A. Structural excavation shall consist of the removal of material for the construction of foundations for structures and other excavation designated on the drawings or in these specifications.
- B. Structural excavation and backfill shall consist of furnishing material, if necessary and placing and compacting backfill material around structures to the lines and grades designated on the drawings, as specified or directed by the County.
- C. Structural excavation and backfill shall include the furnishing of all materials, equipment and other facilities which may be necessary to perform the excavations, place and compact the backfill, install sheeting and bracing, and carry out any necessary dewatering. It shall also include the wasting or disposal of surplus excavated material in a manner and in locations approved by the County.
- D. The Contractor is responsible for the protection of every tree which is scheduled to remain in the project area. This includes trees which may or may not be shown on the plans. Every tree shall be adequately protected in place at no additional cost to the County. This includes, but is not limited to, protecting the root systems and adjusting grades as necessary for tree/root protection.

**1.02 QUALITY ASSURANCE**

- A. Testing Agency:
  - 1. In place soil compaction tests shall be performed by a qualified testing laboratory.
  - 2. Compaction tests shall be taken every 500 feet, except in the road crossings or road shoulders. Tests are to be taken according to current FDOT Standards.
- B. Reference Standards:
  - 1. American Society for Testing and Materials (ASTM):
    - a. ASTM D1557, Moisture-Density Relations of Soils Using 10-lb. (4.5-kg) Rammer and 18-in. (457-mm) Drop.

**1.03 JOB CONDITIONS**

- A. The Contractor shall provide, operate and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, etc., free from seepage, standing or running water at all times throughout the period of construction.
- B. The Contractor shall assume all responsibility for the security of the excavation required, employing bracing, lining or other accepted means necessary to accomplish same.
- C. Excavated areas shall be cleared of all debris, water, slush, muck, clay and soft or loose earth and shall be conditioned to the entire satisfaction of the County.

- D. All excavated material unsuitable for use or which will not be used shall be disposed of in a manner consistent with State and County regulation.
- E. All unsuitable organic materials, roots, logs, etc., found during excavation shall be removed by the Contractor and the trench shall be refilled with suitable material.

**PART 2 PRODUCTS**

**2.01 MATERIAL FOR CONTROLLED FILL**

- A. Composition: Only approved material free from organic matter and lumps of clay, shall be used for backfill. Excavated earth free from debris or organic material may be used for backfilling foundations or fill.
- B. Crushed stone and shell shall meet or exceed current FDOT Standards.

**2.02 UNSUITABLE MATERIAL**

Unsuitable material shall be defined as highly organic soil per ASTM D2487 Group PT. This includes, but is not limited to, such items as topsoil, roots, vegetable matter, trash, debris, and clays that cannot be dried sufficiently to obtain specified compaction.

**PART 3 EXECUTION**

**3.01 INSPECTION**

- A. The Contractor shall verify that work preceding the affected work of this Section has been satisfactorily completed.
- B. Conditions adversely affecting the work of this Section shall be corrected to the satisfaction of the County.

**3.02 REMOVAL OF UNSUITABLE MATERIALS**

- A. The Contractor shall remove unsuitable material from within the limits of the Work.
- B. Materials meeting requirements for controlled fill shall be stockpiled as necessary and in such a manner satisfactory to the County.
- C. All material excavated shall be placed so as to minimize interference with public travel and to permit proper access for inspection of the work.

**3.03 EXCAVATION**

- A. When concrete or shell subbase footing is to rest on an excavated surface, care shall be taken not to disturb the natural soil. Final removal and replacement of the foundation material and subbase compaction to grade shall not be made until just before the concrete or masonry is placed.
- B. When any structural excavation is completed, the Contractor shall notify the County who will make an inspection of the excavation. No concrete or masonry shall be placed until the excavation has been approved by the County.

- C. The elevations of the footing bottom and the base slab as shown on the Drawings, shall be considered as approximate and the County may order in writing, such changes in dimensions or elevations of the footings and slab base as necessary to secure satisfactory foundations.
- D. All excavation shall be made within an area bounded by lines five feet outside and parallel to the exterior walls of the structure to allow for correct forming, shoring and inspection of foundation work. Pouring of concrete against earth side walls shall not be permitted.
- E. If the ground is excavated below the grade called for by the Drawings or becomes unstable due to the Contractor's carelessness or operations, the ground shall be excavated to undisturbed native soil before continuing concreting operations.
- F. If in the opinion of the County, the material at or below the normal grade of the bottom of the trench is unsuitable for pipe or structure foundation, it shall be removed to the depth directed by the County and if so directed, replaced by crushed stone or washed shell.

### **3.04 STRUCTURAL BACKFILL**

- A. Structural backfill shall not be placed until the footings or other portions of the structure or facility have been inspected by the County and approved for backfilling.
- B. A minimum of 1-1/2" layer of lean concrete shall be placed as a working mat for the concrete base slabs and footings if required by the County.
- C. Fill shall be placed in uniform layers not more than 12" thick and compacted to a minimum of 98 percent of the maximum density determined by ASTM D1557, Method A or C, or as directed by the County. The Contractor shall securely tamp the backfill with pneumatic rammer around all wall foundations. The method of compaction shall be satisfactory to the County.
- D. Compaction of structural backfill by ponding and jetting may be permitted when, as determined by the County: the backfill material is of such character that it will be self-draining when compacted; foundation materials will not soften or be otherwise damaged by the applied water; no damage from hydrostatic pressure will result to the structure. Ponding and jetting within two feet below finished subgrade shall not be permitted in roadway areas. At the discretion of the County, ponding and jetting may be permitted with compaction layers not to exceed four feet.
- E. Surplus material not used on-site shall be removed and disposed of off-site by the Contractor. In no case shall surplus material be deposited on adjacent lands. Fill used for grading shall be placed in layers not to exceed 12 inches in thickness and shall be compacted to a density equal or greater to that of the surrounding natural ground.

### **3.05 BACKFILLING AROUND STRUCTURES**

- A. Common fill and structural fill are specified for use as backfill against the exterior walls of the structures. Fill shall be placed in layers having a maximum thickness of eight (8) inches in loose state and shall be compacted sufficiently to prevent settlement. If compaction is by rolling or ramming, material shall be wetted down as required. Where material can be suitably compacted by jetting or puddling, the Contractor may use one of these methods. No boulders shall be allowed to roll down the slopes and hit the walls.

- B. Backfilling shall be carried up evenly on all walls of an individual structure simultaneously. A variation of two (2) feet in elevation will be the maximum allowable. No backfill shall be allowed against walls until the walls and their supporting slabs, if applicable, have attained sufficient strength. Backfilling shall be subjected to approval by the County.
- C. In locations where pipes pass through building walls, the Contractor shall take the following precautions to consolidate the refill up to an elevation of at least one foot above the bottom of the pipes:
  - 1. Place structural fill in such areas for a distance of not less than three feet either side of the center line of the pipe in level layers not exceeding 6-inches in depth.
  - 2. Wet each layer to the extent directed and thoroughly compact each layer with a power tamper to the satisfaction of the County.
  - 3. Structural fill shall be of the quality specified under Part 2 of this Section.
- D. The surface of filled areas shall be graded to smooth true lines, strictly conforming to grades indicated on the grading plan. No soft spots or uncompacted areas shall be allowed in the work.
- E. Temporary bracing shall be provided as required during construction of all structures to protect partially completed structures against all construction loads, hydraulic pressure and earth pressure. The bracing shall be capable of resisting all loads applied to the walls as a result of backfilling.

**3.06 FIELD QUALITY CONTROL**

- A. The density of soil in place shall be a minimum of 95 percent in accordance with ASTM test 1557-70T, Method A or C.

**END OF SECTION**

## SECTION T02221 TRENCHING, BEDDING AND BACKFILL FOR PIPE

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all dewatering, excavation, backfill, fill, grading, trench protection or other related work required to complete the piping work shown on the Drawings and specified herein. The work shall include, but not be limited to: vaults; duct conduit; pipe; roadways and paving; backfilling; required fill or borrow operations; grading; disposal of surplus and unsuitable materials; and all related work such as sheeting, bracing and dewatering.
- B. Prior to commencing work, the Contractor shall examine the site and review test borings if available, or undertake his own subsurface investigations and take into consideration all conditions that may affect his work.
- C. The Contractor is responsible for the protection of every tree which is scheduled to remain in the project area. This includes trees which may or may not be shown on the plans. Every tree shall be adequately protected in place at no additional cost to the County. This includes, but is not limited to protecting the root systems and adjusting grades as necessary for tree/root protection.

#### 1.02 PROTECTION

- A. Sheeting and Bracing in Excavations:
  - 1. In connection with construction of underground structures, the Contractor shall properly construct and maintain cofferdams. These shall consist of: sheeting and bracing as required to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction and to protect adjacent structures, existing yard pipe and/or foundation material from disturbance, undermining, or other damage. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed.
  - 2. Trench sheeting for pipes: no sheeting is to be withdrawn if driven below, mid-diameter of any pipe and no wood sheeting shall be cut off at a level lower than one foot above the top of any pipe unless otherwise directed by the County. During the progress of the work, the County may direct the Contractor in writing to leave additional wood sheeting in place. If steel sheeting is used for trench sheeting, removal shall be as specified above, unless written approval is given for an alternate method of removal.
  - 3. All sheeting and bracing not left in place shall be carefully removed in such a manner as not to endanger the construction or other structures, utilities, existing piping, or property. Unless otherwise approved or indicated on the Drawings or in the Specification, all sheeting and bracing shall be removed after completion of the piping or structure, care being taken not to disturb or otherwise injure the pipeline or finished masonry. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools specifically made for that purpose, by watering, or as may otherwise be directed.

4. The Contractor shall construct, to the extent he deems it desirable for his method of operation, the cofferdams and sheeting outside the neat lines of the pipeline trench or foundation unless otherwise indicated on the Drawings or directed by the County. Sheeting shall be plumb and securely braced and tied in position. Sheeting, bracing and cofferdams shall be adequate to withstand all pressures to which the pipeline or structure will be subjected. Pumping, bracing and other work within the cofferdam shall be done in a manner to avoid disturbing any construction of the pipeline or the enclosed masonry. Any movement or bulging which may occur shall be corrected by the Contractor at his own expense so as to provide the necessary clearances and dimensions.
5. Drawings of the cofferdams and design computations shall be submitted to the County and approved prior to any construction. However, approval of these drawings shall not relieve the Contractor of the responsibility for the cofferdams. The drawings and computations shall be prepared and stamped by a Registered Professional Engineer in the State of Florida and shall be in sufficient detail to disclose the method of operation for each of the various stages of construction, if required, for the completion of the pipeline and substructures.

B. Dewatering, Drainage and Flotation

1. The Contractor shall construct and place all pipelines, concrete work, structural fill, bedding rock and limerock base course, in-the-dry. In addition, the Contractor shall make the final 24" of excavation for this work in-the-dry and not until the water level is a minimum of 18 below proposed bottom of excavation.
2. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavation and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations. At all times during the construction operations, the groundwater levels shall be maintained at an elevation 18 inches below the lowest level where structures are being installed.
3. Dewatering shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
4. Wellpoints may be required for dewatering the soil prior to final excavation for deeper in-ground structures or piping and for maintaining the lowered groundwater level until construction has been completed to avoid the structure, pipeline, or fill from becoming floated or otherwise damaged. Wellpoints shall be surrounded by suitable filter sand and no fines shall be removed by pumping. Pumping from wellpoints shall be continuous and standby pumps shall be provided.
5. The Contractor shall furnish all materials and equipment to perform all work required to install and maintain the proposed drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines and compacted fills.
6. Where required, the Contractor shall provide a minimum of two operating groundwater observation wells at each structure to determine the water level during

construction of the pipeline or structure. Locations of the observation wells shall be at structures and along pipelines as approved by the County prior to their installation. The observation wells shall be extended to 6 inches above finished grade, capped with screw-on caps protected by 24" x 24" wide concrete base and left in place at the completion of this Project.

7. Prior to excavation, the Contractor shall submit his proposed method of dewatering and maintaining dry conditions to the County for approval. Such approval shall not relieve the Contractor of the responsibility for the satisfactory performance of the system. The Contractor shall be responsible for correcting any disturbance of natural bearing soils for damage to pipeline or structures caused by an inadequate dewatering system or by interruption of the continuous operation of the system as specified.
8. As part of his request for approval of a dewatering system, the Contractor shall demonstrate the adequacy of the proposed system and wellpoint filter sand by means of a test installation. Discharge water shall be clear, with no visible soil particles in a one quart sample. Discharge water shall not flow directly into wetlands or Waters of the State as defined by FDEP and SWFWMD.
9. During backfilling and construction, water levels shall be measured in observation wells located as directed by the County.
10. Continuous pumping will be required as long as water levels are required to be below natural levels.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

#### **A. General**

1. Materials for use as fill and backfill shall be described below and shall be from an FDOT certified pit. For each material, the Contractor shall notify the County of the source of the material and shall furnish the County, for approval, a representative sample weighing approximately 50 pounds, at least ten calendar days prior to the date of anticipated use of such material.
2. Additional materials shall be furnished as required from off-site sources and hauled to the site.

#### **B. Bedding - shall conform to FDOT Standard Specifications for Road and Bridge Construction, Section 901 Coarse Aggregate, and shall be either coarse aggregate of Size No. 57 or coarse sand of Size No. 9. Washed shell size No.57 may be used as an alternate bedding material.**

#### **C. Structural Fill**

1. Structural fill in trenches shall be used below spread footing foundations, slab-on-grade floors and other structures as backfill within three feet of the below grade portions of structures.

- 2. Shall be either soil classification A-1, A-2 or A-3, per AASHTO M-145, and shall be free of organic matter, lumps of clay or marl, muck, compressible materials, and rock exceeding 2.5 inches in diameter. Broken concrete, masonry, rubble or other similar materials shall not be used as backfill. Minimum acceptable density shall be 98 percent of the maximum density as determined by AASHTO T-180.
- D. Selected Common Fill - shall have the same material classification and requirements as Structural Fill, as described above.
- E. Common Fill
  - 1. Shall be either soil classification A-1, A-2, A-3, A-4, A-5 or A-6, per AASHTO M-145, and shall be free of organic matter, lumps of clay or marl, muck, compressible materials and rock exceeding 2.5 inches in diameter. Broken concrete, masonry, rubble or other similar materials shall not be used as backfill.
  - 2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material which, in the opinion of the County, is not suitable for reuse shall be spoiled as specified herein for disposal of unsuitable materials by the Contractor.
- E. Unsuitable Material - soil classification A-7 and A-8, per AASHTO M-145, shall not be used as backfill material.

**PART 3 EXECUTION**

**3.01 EXCAVATION**

- A. Excavate trenches and pits for structures to the elevations indicated on the construction drawings. Take special care to avoid over-excavating or disturbing the bottom of the trench or pit, so that the soil at the bottom of the hole remains in a naturally compacted condition. Excavate to widths sufficient to provide adequate working room to install the required structures. Do not excavate the final layer of soil to the designed grade until just before placing the bedding, foundation, pipe, structure, or masonry work required. Remove boulders, rocks, logs or any unforeseen obstacles encountered.
- B. In case the foundation soil found at the bottom of the trench or pit is soft, plastic or mucky, or does not conform to the soils classification specified as suitable foundation material, over-excavation to a greater depth will be required. Soils not meeting the classification required for foundation material shall be removed to a depth at least four inches below the bottom of the pipe, bedding or structure bottom elevation. Rock, boulders or other hard or lumpy material shall be removed to a depth 12 inches below the bottom of the pipe, bedding or structure bottom elevation. Remove muck, clay or other soft material to a depth as needed to establish a firm foundation.
- C. Where possible, the sides of trenches should be vertical up to at least the spring line of the installed pipe.
- D. Trench excavation shall be performed in accordance with Florida Statute Title XXXIII, Chapter 553, Part III, Trench Safety Act.

**3.02 BACKFILLING**

- A. Backfill materials shall be placed on solid, firm, naturally compacted or compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, dry or dewatered in place soil foundations.
- B. Where over-excavation is required due to nonconforming soil classification or rocky, unstable, or otherwise undesirable soil conditions, place Structural Fill or Selected Common Fill in the over-excavated zone up to the base of the bedding material layer. Compact the over-excavated zone to 98 percent of the maximum dry density of the material as determined by AASHTO T-180.
- C. When backfilling in an over-excavated zone where moist or watery conditions exist, backfill shall be coarse No. 9 sand or a mixture of No. 57 coarse aggregate with either No. 9 coarse sand, A-1, or A-3 material.
- D. After compaction, backfill material in the over-excavation zone shall form a solid and firm foundation on which to build up successive layers of backfill and structures.
- E. Bedding materials shall be placed on solid, firm soil foundations and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180.
- F. Concrete and masonry structures shall be backfilled using Structural Fill. Backfilling and compaction shall be underneath the structure and carried up evenly on all walls of an individual structure simultaneously. The maximum allowable difference in backfill elevations shall be two feet. No backfilling shall be allowed against concrete or masonry walls until the walls and their supporting slabs have been in place at least seven days or until the specified 28-day strength has been attained. Compaction of Structural Fill underneath the base and along the walls shall be 98 percent of the maximum dry density of the material as determined by AASHTO T-180. The Structural Fill shall be either dried or shall have water added so that the moisture content of the material is within a range that will allow the required density to be achieved.
- G. Trenching backfill for pipe installation shall be Selected Common Fill for the pipe bedding zone. The pipe bedding envelope shall begin at the level four inches, six inches, or nine inches, depending on pipe diameter, below the bottom of the pipe, and shall extend vertically up to a level 12 inches above the top of the pipe. Where the in-place soil material within the four inch, six inch, or nine inch pipe bedding zone beneath the bottom of the pipe meets the soil classification for Selected Common Fill, undercutting of the trench below the bottom of the pipe will not be required. In this case, loosen the soil in the bottom of the trench immediately below the middle third of the pipe diameter, and place the pipe upon it. Where the in-place soil material within the pipe bedding zone does not meet the soil classification for Selected Common Fill, undercutting shall be required, and the bedding zone shall be backfilled with Selected Common Fill. In this case, place the pipe bedding material and leave it in a moderately firm uncompacted condition under the middle third of the pipe diameter, and compact the outer portions of the trench bottom to 98 percent of the maximum dry density. Soils that were over-excavated due to rocky, soft or otherwise unsuitable soil foundation conditions shall also be replaced with Selected Common Fill. Compaction of Selected Common Fill shall be 98 percent of the maximum dry density as determined by AASHTO T-180. Such backfill material shall have an optimized moisture content that will allow the required density to be achieved.
- H. Pipe sections for gravity flow systems shall be laid with spigots downstream and bells upstream. Excavate for pipe bells before laying pipe. Lay pipe true to the lines and grades indicated on the construction plans. Place backfill material on both sides of the pipe and

compact to 98 percent of the maximum dry density of the material as determined by AASHTO T-180. Take special care to effectively fill and compact the material in the haunch areas under the sides of the pipe.

- I. For pipes that are not installed under roadways or driveways, trenching backfill for pipe installation shall be Common Fill above the pipe envelope zone, and shall be compacted to 95 percent of the maximum dry density of the material as determined by AASHTO T-180, and shall have moisture content optimized to allow the required density. For pipes that are installed under roadways or driveways, trenching backfill for pipe installation shall be Selected Common Fill above the pipe envelope zone, and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, and shall have moisture content optimized to allow the required density. Selected Common Backfill shall be placed in layers not to exceed 6 inches. Common Backfill shall be placed in layers not to exceed 12 inches.
- J. Backfill compaction tests shall be performed every 500 feet in pipe line trenches and for every utility structure. Test reports shall be presented to the County Inspector.

### **3.03 GRADING AND CLEAN UP**

- A. Surplus and unsuitable soil materials not used on-site shall be removed and disposed of off-site in a manner that is consistent with state and local regulations. In no case shall surplus or unsuitable material be deposited on-site or on adjacent lands.
- B. The surface of backfilled areas shall be graded smooth and true to the lines and grades indicated on the construction plans. No soft spots or uncompacted areas shall be allowed in the work.
- C. Upon completion of the work, leave the work areas and all adjacent areas in a neat and presentable condition, clear of all temporary structures, rubbish and surplus materials. Pile any salvageable materials that have been removed in neat piles for pickup by County crews, unless otherwise directed.

**END OF SECTION**

## SECTION T02260 FINISH GRADING

### PART 1 GENERAL

#### 1.01 WORK INCLUDED

- A. The Contractor shall finish grade sub-soil.
- B. The Contractor shall cut out areas to receive stabilizing base course materials for paving and sidewalks.
- C. The Contractor shall place, finish grade and compact top soil.

#### 1.02 PROTECTION

The Contractor shall prevent damage to existing fencing, trees, landscaping, natural features, bench marks, pavement and utility lines. Damage shall be corrected at no cost to the County.

### PART 2 PRODUCTS

- A. Topsoil: Shall be friable loam free from subsoil, roots, grass, excessive amount of weeds or other organics, stones, and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter. The Contractor may use topsoil stockpiles on site if they conform to these requirements.

### PART 3 EXECUTION

#### 3.01 SUB-SOIL PREPARATION

- A. The Contractor shall rough grade sub-soil systematically to allow for a maximum amount of natural settlement and compaction. Uneven areas and low spots shall be eliminated. Debris, roots, branches or other organics, stones, and sub-soil shall be removed by the Contractor and disposed of in a manner consistent with the latest Manatee County Standards as well as any affected regulatory agency. Should contaminated soil be found, the Contractor shall notify the County.
- B. The Contractor shall cut out areas to sub-grade elevation to stabilize base material for paving and sidewalks and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, and shall have moisture content optimized to allow the required density.
- C. The Contractor shall bring sub-soil to required profiles and contour grades gradually; and blend slopes into level areas.
- D. The Contractor shall slope the structure grade a minimum of two (2) inches in ten (10) feet unless indicated otherwise on the Drawings.
- E. The Contractor shall cultivate sub-grade to a depth of 3 inches where the topsoil is to be placed. He shall repeat cultivation in areas where equipment use has compacted sub-soil.
- F. The Contractor shall not make grade changes which causes water to flow onto adjacent lands.

### **3.02 PLACING TOPSOIL**

- A. The Contractor shall place topsoil in areas where seeding, sodding and planting is to be performed. He shall place from the following minimum depths, up to finished grade elevations:
  - 1. 6 inches for seeded areas
  - 2. 4-1/2 inches for sodded areas
  - 3. 24 inches for shrub beds
  - 4. 18 inches for flower beds
- B. The Contractor shall use topsoil in a dry state as determined by the County. He shall place the material during dry weather.
- C. The Contractor shall use fine grade topsoil eliminating rough and low areas to ensure positive drainage. He shall maintain levels, profiles and contours of the sub-grades.
- D. The Contractor shall remove stone, roots, grass, weeds, debris, and other organics or foreign material while spreading the material.
- E. The Contractor shall manually spread topsoil around trees, plants and structures to prevent damage which may be caused by grading equipment.
- F. The Contractor shall lightly compact and place the topsoil.

### **3.03 SURPLUS MATERIAL**

- A. The Contractor shall remove surplus sub-soil and topsoil from site at his expense.
- B. The Contractor shall leave stockpile areas and entire job site clean and raked, ready for landscaping operations.

**END OF SECTION**

## SECTION T02276 TEMPORARY EROSION AND SEDIMENTATION CONTROL

### PART 1 GENERAL

#### 1.01 DESCRIPTION

- A. The work specified in this Section consists of the design, provision, maintenance and removal of temporary erosion and sedimentation controls as necessary.
- B. Temporary erosion controls include, but are not limited to: grassing, mulching, netting, watering, and the reseeding of on-site surfaces and spoil and borrow area surfaces, interceptor ditches at ends of berms and other such work at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the County.
- C. Temporary sedimentation controls include, but are not limited to: silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which shall ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the County.
- D. The Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

#### 1.02 REFERENCE DOCUMENTS

- A. Florida Building Code.
- B. FDEP/COE Dredge and Fill Regulations and/or Permit as applicable.
- C. SWFWMD Permit Regulations and/or Permit as applicable.
- D. Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.

### PART 2 PRODUCTS

#### 2.01 EROSION CONTROL

- A. Netting - fabricated of material acceptable to the County.
- B. Seed and sod.

#### 2.02 SEDIMENTATION CONTROL

- A. Bales - clean, seed free cereal hay type.
- B. Netting - fabricated of material acceptable to the County.
- C. Filter stone - crushed stone conforming to Florida Dept of Transportation specifications.
- D. Concrete block - hollow, non-load-bearing type.
- E. Concrete - exterior grade not less than one inch thick.

**PART 3 EXECUTION**

**3.01 EROSION CONTROL**

A. Minimum procedures for grassing shall be:

1. Scarify slopes to a depth of not less than six inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.
2. Sow seed within twenty-four (24) hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
3. Apply mulch loosely and to a thickness of between 3/4-inch and 1-1/2 inches.
4. Apply netting over mulched areas on sloped surfaces.
5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

**3.02 SEDIMENTATION CONTROL**

A. The Contractor shall install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Deteriorated hay bales and dislodged filter stone shall be replaced by the Contractor at his expense.

**3.03 PERFORMANCE**

A. The Contractor, at his own expense, shall immediately take whatever steps are necessary to correct any deficiencies of the temporary erosion and sediment control measures employed if they fail to produce results or do not comply with the requirements of the State of Florida or any other federal, governmental or regulatory agency.

**END OF SECTION**

## SECTION T02590 WATER SERVICES ON PRIVATE PROPERTY

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals necessary for complete installation of potable water services for and on the lots identified on the Drawings when authorized by the County and Property Owner. The Contractor shall construct water service lines on private property from the proposed County meter to a connection point within the customer's water system. In addition, the Contractor shall remove the existing water meter and box assembly and cap and abandon the existing water service at the service line, or as directed by the County. Backflow Preventers and associated Thermal Expansion Tanks and vacuum breakers on all outside hose bibbs shall be installed by the Contractor where cross connection risks are present, as required by the applicable County Ordinances and Plumbing Codes. Installation of Expansion Tanks will often require the Contractor to access inside existing buildings and coordinate work and timing with individual property owners.

#### 1.02 GENERAL

- A. The work shall include furnishing and installing a pipe, fittings, valves, and appurtenances necessary to convey water from the customer's water meter at the property line to the house service connection, including restoration of all lawns, drives, walkways, plants, customer private property, and other activities necessary to restore the site to a condition equal to or better than that which existed prior to construction. The Contractor shall carefully examine the Drawings and shall be responsible for the proper fittings of materials and equipment in each building and on each lot or site. All work shall comply with local code requirements.
- B. Plumbing fixtures, devices and pipe shall be installed in such a manner to prohibit a cross connection or interconnection between a potable water supply and a polluted supply. The plumbing installation shall further prohibit the backflow of sewage, polluted water, or waste into the water supply system. The Contractor shall install vacuum breakers on all outside hose bibbs where backflow preventers are required.
- C. Required materials not covered by the Specifications shall meet the requirements of the local Plumbing Code, other applicable State and Local Ordinances and Codes, the AWWA, NSF, and shall conform to accepted plumbing practice.
- D. The Contractor shall coordinate all work called for in the Contract Documents with the County Meter Superintendent and other involved parties, and shall establish a work plan to install the new water service lines which results in minimal impact to customer private property.
- E. All work on customer service lines conducted on private property shall be performed by a plumber licensed in Manatee County and experienced in furnishing and installing potable water plumbing systems.
- F. Upon completion of water service construction on private property, the Contractor shall obtain a Building Department inspection and approval to place the system into operation.
- G. Pipe openings shall be closed with caps or plugs during installation. Fixtures and

equipment shall be tightly covered and protected against dirt, water and chemical or mechanical injury. Upon completion of all work, the fixtures, materials and equipment shall be thoroughly cleaned, adjusted and operated.

### **1.03 SUBMITTALS**

- A. The Contractor shall submit to the Engineer for review and approval in accordance with the Contract Documents: complete shop drawings, working drawings, and product data for all materials and equipment furnished under this Section. The Contractor shall meet with each property owner to coordinate the routing of the water service line on private property prior to the commencement of any work and shall document the agreed upon route on a sketch signed and dated by all parties and submit them to the Engineer.

### **1.04 CODES, ORDINANCES AND PERMITS**

- A. The Contractor shall comply with all of the laws, ordinances, and codes, rules and regulations of the local and state authorities having jurisdiction over any of the work specified herein. He shall apply and pay for all necessary permits, including Manatee County Building Permits for all lots. Up to 11 permits at \$75 each may be required, with up to 10 adjacent lots on each permit.
- B. If any part of the Plans and Specifications conflict with existing laws and codes, the Contractor shall call it to the Engineer's attention prior to the commencement of work.

### **1.05 GUARANTEE**

- A. The Contractor shall warrant all labor and materials free from defects for a period of one (1) year from the date of acceptance and shall, upon notification during this period, promptly repair or replace any defective items of material or equipment at no additional cost.

### **1.06 ACCESSIBILITY**

- A. The Contractor shall inform himself fully regarding the peculiarities and limitations of the space available for the installation of all material in this Contract.
- B. The Contractor is responsible for obtaining access to the private properties identified on the Drawings. The County will issue notices to the Owners of the Properties requesting their cooperation with the Contractor.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Refer to Manatee County Utility Standards (Manual) for details. All pipe, fittings, materials, and appurtenances shall be furnished and installed to meet the requirements of this project and the requirements of the Florida Building Code - Plumbing, and Residential Chapter 29 (Water Supply & Distribution).
- B. If required by site specific conditions, the Backflow Preventer, Thermal Expansion Tank, and vacuum breakers shall be in accordance with Manatee County Utility Standards, latest edition and are subject to the approval of the Engineer.

- C. Water service pipe shall be per Section 02620 of these Specifications.
- D. A dielectric coupling shall be provided between ferrous and nonferrous materials.
- E. The Contractor shall furnish certified statements from the manufacturer that the material conforms to the requirements specified above.

## **PART 3 EXECUTION**

### **3.01 PLANNING AND COORDINATION**

- A. The Contractor shall coordinate with each water customer, property owner and the County Meter Superintendent to establish a reasonable plan and location for installation of each new customer water service line. The Contractor shall perform exploratory work and have all materials in hand at the commencement of construction to reduce the risk of delays in completion of the work associated with lack of materials.
- B. The Contractor shall schedule the installation of the new water service lines to coordinate with the installation of the new County water line, water services and water meters as a part of this project. The Contractor shall carefully schedule the work of subcontractor licensed plumbers to ensure that customer water service disruption is minimized and is not interrupted for longer than the period specified in the Specifications. The Contractor shall schedule the inspection of the work by Manatee County Building officials as necessary to allow for timely use of the new customer service.
- C. The County will provide new and/or existing water meters to the Contractor to install in proposed meter boxes. The Contractor shall remove existing meters from meter boxes as part of this Contract, return the meters to the County Meter Division, and shall verify with the County Meter Division which meters shall be reinstalled new and which will be reused. Just prior to removing an existing meter from service, the Contractor shall notify the customer, record the existing meter reading, and record the serial number prior to returning meters to the County meter division.

### **3.02 PRIVATE WATER SERVICE CONSTRUCTION**

- A. The Contractor shall install new 1 inch diameter water service lines at a location on the customer's property that is agreed to by the property owner, minimizes impact to existing site features and private property improvements and which most directly connects the new water meter location with the connection point for the customers water service.
- B. The new water service connection on private property shall include new customer service line from the new meter location to the agreed upon point of connection with the customer house water service line; piping, fittings, valves, and appurtenances, excavation and backfill as required; restoration of grass, shrubs, drives, walkways, and other customer property damaged by construction and related work required to result in a new customer service line system that meets code requirements.

### **3.03 STERILIZATION**

The entire potable water collection and distribution system shall be thoroughly sterilized with a

solution of not less than 50 parts per million of available chlorine. The sterilizing solution shall be allowed to remain in the system for a period of three hours after which time all valves and faucets shall be opened and the system shall be flushed with clean water until the residual chlorine content is not greater than 0.92 parts per million, unless otherwise directed.

**END OF SECTION**

## SECTION T02614 STEEL PIPE AND FITTINGS

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required and install, complete, ready for operation and field test all steel pipe as shown on the drawings and specified herein.
- B. Steel pipe shall include black steel, galvanized steel, and stainless steel pipe and fittings.
- C. Provide steel pipe only where specifically called out on the drawings.

#### 1.02 DESCRIPTION OF SYSTEM

- A. All of the equipment specified herein is intended to be standard steel pipe for use in transporting certain chemicals and liquids as shown on the drawings and specified herein.

#### 1.03 QUALIFICATIONS

- A. All steel pipe shall be furnished by a single manufacturer who is fully experienced, reputable and qualified in the manufacture of the steel pipe to be furnished. The equipment shall be designed, constructed, installed in accordance with the best practices and methods and shall comply with all these specifications.
- B. Steel pipe and fittings shall conform to all applicable standards of ASTM, ANSI and AWWA.

#### 1.04 SUBMITTALS

- A. Submit to the County for approval in accordance with the General Conditions and Section 01340, shop drawings to include dimensioning and technical specifications for all pipe to be furnished.

### PART 2 MATERIALS

#### 2.01 STEEL PIPE AND FITTINGS FOR PIPING

- A. Black Steel Pipe: All black steel pipe shall be seamless, Grade B and in conformance with ASTM Designation A-53 and ANSI B36.10.
- B. Galvanized Steel Pipe:
  - 1. Galvanized steel pipe for plant and potable water service shall be hot-dipped, zinc coated galvanized, Grade A, electric resistance welded, Schedule 40 conforming to ASTM Designation A120. All joints shall be threaded joints. Threaded joints shall be made up with a stiff mixture of graphite and mineral oil, or an approved, nontoxic, nonhardening, pipe joint compound applied to the male thread only. After having been set up, a joint shall not be backed off unless the joint is completely broken, the threads cleaned and new compound applied. All joints shall be airtight. A sufficient number of unions shall be provided to allow for convenient removal of piping. Fittings for galvanized steel pipe shall be galvanized malleable iron, 150 psi service rating.
  - 2. Where flanged connections are indicated or otherwise required for connection to

flanged valves, fittings, and appurtenances, they shall be made up using companion type flanges. Where flanged fittings are indicated or otherwise required, they shall be made up using thread galvanized steel nipples and steel companion type flanges. Companion flanges shall be steel, 150-psi ANSI Standard flat face flanges of the threaded type. Flanges shall be spot-faced on the back around each bolt hole.

3. All exposed threads, wrench marks, or other damage to the zinc coating, shall be protected by the application of two coats of a heavy consistency, bituminous paint, or with two wraps of an approved vinyl or polyvinyl pressure sensitive tape. Bituminous paint shall be equal to Koppers Bitumastic No. 50, brush applied. Tape shall be equal to 3M Company Scotchrap No. 50, 0.010-inch thick, installed as recommended by 3M Company over a primer.

C. **Stainless Steel Pipe:**

Stainless steel pipe shall be provided as shown on the drawings. Pipe shall be Schedule 40S, Type 316L, annealed, white pickle finish and shall be in accordance with ASTM Specification A312 and ANSI B36.19. Where indicated on the Drawings, holes shall be drilled in the pipe at the factory by the manufacture.

D. **Steel Pipe Sleeves:**

Sleeves for pipe that passes through floors and walls shall be galvanized Schedule 40 steel pipe conforming to ASTM Designation A120. Sleeve dimensions shall conform to the details shown on the drawings. Sleeve ends shall be cut and ground smooth. Sleeves shall be flush with walls and ceilings, but shall extend above the floor as shown on the drawings. Sleeves for use with mechanical type seals shall be sized in conformance with the seal manufacturer's requirements.

**2.02 STEEL PIPE FOUR (4) INCHES AND LARGER**

- A. Except as modified or supplemented herein, all steel pipe, fittings and specials shall conform to the applicable requirements of the following standard specifications latest editions:

AWWA Standards

C200	Steel Water Pipe 6 Inches and Larger
C203	Coal-Tar Protecting Coatings and Linings for Steel Water Pipelines - Enamel and Tape-Hot-Applied.
C205	Cement-Mortar Protective Lining and Coating for Steel Water Pipe - 4 inches and larger - Shop Applied.
C206	Field Welding of Steel Water Pipe
C207	Steel Pipe Flanges for Waterworks Service - Sizes 4 inches through 144 inches, Class D.
C208	Dimensions for Steel Water Pipe Fittings

- B. All steel pipe shall be manufactured and tested in accordance with the standards set forth in AWWA C200 latest edition for fabricated or mill type water pipe. The pipe shall be made from sheet or plate rolled into sections having longitudinal or spirally formed butt-welded

seams. Girth seams shall be butt welded and shall be at least 8 feet apart except in specials and fittings. The steel shall conform to the standards established in Section 2 and Section 3 AWWA C200.

1. Minimum Physical Properties of Steel Plate or Sheet:

- a. All steel pipe, specials and fittings shall be manufactured from steel plate or sheet having a specified minimum yield of 35,000 psi and specified minimum tensile of 60,000 psi. Test reports verifying the actual physical and chemical properties of the piping must be submitted to the County as soon as possible after manufacturing and fabrication. The test reports shall state the hydrotest pressure applied to all sections of straight pipe and to straight pipe used in fabrication of specials and fittings.
- b. All steel pipe, specials and fittings shall be manufactured or fabricated to the diameter as shown on the drawings. The normal size shall be the outside diameter of 14 inches and larger. For sizes less than 14 inches, the pipe shall be the normal steel pipe dimensions as listed in ASTM A53 specification. All diameters of steel pipe, specials and fittings shall have minimum nominal wall thicknesses as stated herein below:

<u>Diameter</u>	<u>Minimum Wall Thickness</u>
54"	.375
48"	.375
42"	.375
36"	.375
30"	.375
24" & smaller	.250

C. All fittings and specials shall be provided with ends as required for installation and shall be fabricated to the dimensions as shown on the drawings. All fittings shall be fabricated in accordance with the standards set forth in AWWA C208 latest edition. Fittings and specials shall be fabricated from hydrostatically tested pipe meeting AWWA C200 and will not require any further hydrostatic test in the shop. In reducing sections, the wall thickness will be governed by the largest end. Elimination of joints shown on the drawings must be approved by the County prior to the fabrication process.

D. Flanged and Coupling Standards:

- 1. All flanges, bolts, nuts and gaskets shall meet standards established in AWWA C207. Flanges shall be Class D suitable for pressure up to and including 150 psi with facing and drilling as stated in Section 3 of C207. Procedure for attachment of flanges shall be in accordance with Section 10 of AWWA C207. Blind flanges shall conform in diameter drilling and thickness to the flanges to which they attach and shall produce a watertight joint under the specified test pressure.
- 2. Mechanical couplings shall be Dresser Style 38, Rockwell Style 411 or equal. The middle ring of each coupling shall have a minimum thickness at least equal to that specified for the size of pipe on which the coupling is to be used and shall be 7 inches long for pipe 30 inches and smaller, 10 inches long for pipe 36 inches and larger. The pipe stop shall be omitted from the inner surface of the middle rings and the couplings shall be cleaned and shop

primed with the manufacturer's standard rust inhibitive primer. The filter backwash header and where shown on the drawings shall the mechanically coupled joints be restrained with harness bolts and lugs. Joint harnesses, where applicable, shall conform to the details on the drawings. Lugs shall be attached to the pipe in the shop and coated as specified for the adjacent pipe. The dimensions shall be stated in AWWA M011 19.8.

- E. Pipe supports, anchors, blocking and hangers shall be fabricated in accordance with the details shown on the drawings and shall be installed complete with all accessories required for proper operation of the system. Should it be necessary to modify the details for proper installation, all such modifications shall be subject to approval by the County. Lugs required for anchorage of the piping system shall be attached in the shop and coated as the adjacent pipe.
- F. All steel pipe, fittings, specials and appurtenances shall be prepared, primed, coated and lined as specified herein below:
  - 1. Exterior surfaces of all steel pipe, fittings, specials, flanges, anchors and pipe supports exposed in above ground or interior locations shall be thoroughly cleaned in the shop by blasting with grit, shot or sand to SSPC SP6. One coat of primer shall be applied to the cleaned dry surface in a proper workmanship like manner and as recommended by the primer manufacturer. The primer shall be subject to approval of the County and compatible to the finish coat as specified in the paid section of the specifications. Field painting of the installed system shall be as specified in the painting section.
  - 2. Interior surfaces of all steel pipe, fittings, and specials, which are to be installed exposed aboveground or in interior locations shall be thoroughly cleaned in the shop by blasting with grit, shot or sand to SSPC SP6. Two coats of paint shall be applied to the interior of the pipe at the shop. The paint coats shall be Koppers Bitumastic Super Tank Solution applied at a minimum of 8 mils D.F.T. per coat.
  - 3. Exterior surfaces of all steel pipe, fittings and specials which are to be installed underground and in manholes which will not be encased in concrete shall be coated in the shop with coal tar enamel in accordance with the standards established in AWWA C203-78, except as modified or supplemented herein.
  - 4. The exterior coating system for below ground steel pipe shall consist of coal tar enamel, fibrous glass mat, asbestos pipelines felt wrap and finally wrapped with kraft paper and shall be applied by the procedure described in AWWA C203. The coating shall be held back 12 inches from ends to be mechanically coupled with uncoated areas primed with coal tar primer. The coating system must be done in the shop by an established pipe coating applicator acceptable to the coating materials manufacture and the County. Repairs of the any damage to the coating system incurred during the shipment and the field coating of couplings and ends where coatings have held back for joints shall be done by experienced and qualified personnel approved by the County. Procedure for such field coating shall be as described in AWWA C203.
  - 5. The interior surfaces of all steel pipe, fittings, and specials which are to be installed below ground shall be cleaned and lined with cement mortar conforming to the standards set forth in AWWA C205-80. All work performed in the lining process shall be done in a thorough and workmanship like manner by trained personnel under the supervision of experienced men

skilled in the operations they supervise. The lining thickness shall be as follows:

Pipe Size (Inches)	Coating Thickness (Inches)	Tolerance (Inches)
4-10	1/4	-1/32 + 1/32
11-23	5/16	-1/16 + 1/8
24-36	3/8	-1/16 + 1/8
over 36	1/2	-1/16 + 1/8

Handling and transporting of cement mortar lined pipe shall be in accordance with Section 6 of AWWA C205 and Section 2.14 of AWWA C203.

6. The interior surface of all steel air piping shall be coated with a two part epoxy coating system equivalent to 7.0 mils DFT of Mobil Chemical 78-D-7 followed by 7.0 mils DFT of Mobil Chemical 78-W-3 or equal.

**2.03 STEEL PIPE AND FITTING AND CHLORINE GAS PIPING**

- A. If steel pipes are used for chlorine gas lines, they shall be Schedule 80 seamless steel pipe conforming to ASTM A120. All joints shall be threaded. Threaded joints shall be made up with a cement prepared from litharge and glycerin, or teflon tape. The cement shall be applied to the male thread only. Fitting except unions, shall be carbon steel 2,000 pounds CWP. Unions shall be of the flanged, ammonia type, either two-bolt or four-bolt square.

**PART 3 EXECUTION**

**3.01 INSTALLATION AND TESTING**

- A. Steel pipe shall be installed true to alignment and rigidly supported anchors shall be provided where indicated.

After installation, the piping shall be tested by undergoing a four-hour pressure test at 20 percent above the designed operating pressure plant water supply lines. If any joint or pipe proves to be defective, it shall be repaired to the satisfaction of the County.

- B. Screwed joints shall be made up with good quality thread compound and applied to the male thread only. After having been set up, a joint must not be backed off unless the joint is completely broken, the threads cleaned and new compound applied. All joints shall be air tight.
- C. Stainless steel pipe shall have threaded joints or otherwise as required and shall be installed as shown on the Drawings.
- D. Sleeves of the proper size shall be installed for pipes passing through floors and walls as indicated on the drawings. Sleeves shall be given a prime coat of rust inhibitive primer such as Koppers No. 621, or equal.
- E. When cutting of pipe is required, the cutting shall be done by machine in a neat workmanlike manner without damage to the pipe. Cut ends shall be smooth and at right angles to the axis of the pipe.
- F. All field welding shall be in accordance with the American Welding Society Standards. The

strength of the field weld shall develop the strength of the pipe. Welds shall receive a field coating of paint as specified in Section 09900 and as approved by the County.

- G. All galvanized steel pipe thread shall be clean, machine cut, and all pipe shall be reamed before erection. Each length of pipe as erected shall be up-ended and rapped to dislodge dirt and scale.
- H. All galvanized steel piping shall have a sufficient number of unions to allow convenient removal of piping. Unions shall be compatible with pipe.

**3.02 PAINTING**

- A. Pipe and fittings exposed to view, except stainless steel, shall receive a prime coating of rust inhibitive primer such as Koppers 621 or equal. Prior to prime coating, all surfaces shall be cleaned of all mill scale, rust, dirt, grease and other foreign matter.
- B. All piping and fittings exposed to view except stainless steel pipe shall be painted as specified.

**END OF SECTION**

## SECTION T02615 DUCTILE IRON PIPE AND FITTINGS

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to install ductile iron pipe and restrained joint ductile iron pipe and cast iron or ductile iron restrained joint fittings, complete, as shown on the Drawings and specified in these Standards.
- B. Fittings are noted on the drawings for the Contractor's convenience and do not relieve him from laying and jointing different or additional items where required.
- C. The Contractor shall furnish all labor, materials, equipment and incidentals required to install push-on joint or restrained joint ductile iron pipe, complete as shown on the Drawings and Specifications.
- D. Newly installed pipe shall be kept clean and free of all foreign matter. All DI pipe installed underground shall be poly wrapped unless noted otherwise on the plans.

#### 1.02 SUBMITTALS

- A. The Contractor shall submit to the County, within ten days after receipt of Notice to Proceed, a list of materials to be furnished, the names of the suppliers and the appropriate shop drawings for all ductile iron pipe and fittings.
- B. The Contractor shall submit the pipe manufacturer's certification of compliance with the applicable sections of the Specifications.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Ductile iron pipe shall conform to AWWA C150 and AWWA C151. Pipe shall be Pressure Class 350. All ductile iron pipe used in above ground applications shall be Special Thickness Class 53. All pipe materials used in potable water systems shall comply with NSF Standard 61.
- B. Unrestrained joint pipe shall be supplied in lengths not to exceed 21 ft. and shall be either the rubber-ring compression-type push-on joint or standard mechanical joint pipe as manufactured by the American Cast Iron Pipe Company, U.S. Pipe and Foundry Company, or an approved equal.
- C. All mechanical joint fittings shall be pressure rated for 350 psi for sizes 4-24 inches and 250 psi for sizes 30 inches and larger. All flanged fittings shall be pressure rated for 250 psi for all sizes. All fittings shall meet the requirements of AWWA C110 or AWWA C153.
- D. Rubber gaskets shall conform to AWWA C111 for mechanical and push-on type joints and shall be Ethylene Propylene Diene Monomer (EPDM) rubber for potable water and reclaimed water pipelines. Standard gaskets shall be such as Fastite as manufactured by American Cast Iron Pipe Company, or an approved equal. Acrylonitrile butadiene (NBR) gaskets shall be used for potable water mains that are located in soil that is contaminated with low molecular-weight petroleum products or non-chlorinated organic solvents or non-

aromatic organic solvents. Fluorocarbon (FKM) gaskets shall be used for potable water mains that are located in soil that is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons. Fluorocarbon (FKM) gaskets shall be used where both classes of contaminants are found.

- E. Water Main and Reclaimed Water Main Coatings: All ductile iron pipe used in water and reclaimed water systems shall have a standard thickness cement lining on the inside in accordance with AWWA C104 and a standard 1-mil asphaltic exterior coating per AWWA C151. All ductile iron or gray iron fittings used in water and reclaimed water systems shall have standard thickness cement linings on the inside per AWWA C104 and an asphaltic exterior coating or they shall have factory-applied fusion bonded epoxy coatings both inside and outside in accordance with AWWA C550.
- F. Wastewater Main Coatings: All ductile iron pipe and fittings used in wastewater sewer systems shall have a factory applied dry film thickness 40-mil Protecto 401 or 40-mil Novocoat SP2000W amine cured novalac ceramic epoxy lining on the inside. The interior lining application is to be based on the manufacturer's recommendation for long-term exposure to raw sewage. To ensure a holiday-free lining, documentation must be provided, prior to shipment, showing each section of lined pipe has passed holiday testing at the time of production per ASTM G62. The lining shall have a minimum one year warranty covering failure of the lining and bond failure between liner and pipe.

Exterior coatings for ductile iron pipe and fittings used in wastewater systems shall be either an asphaltic coating per AWWA C151 or a factory-applied epoxy coating per AWWA C550.

- G. Thrust restraint devices shall be provided at all horizontal and vertical bends and fittings, in casings under roads and railroads and at other locations specifically indicated on the construction drawings. Thrust restraint devices shall be either concrete thrust blocks or restraining glands as manufactured by Star Pipe Products, Stargrip 3000 and 3100, Allgrip 3600, or as manufactured by EBAA Iron Sales, Megaflange, 2000 PV, or other approved equal restraining gland products. Restrained joints, where used, shall be installed at bend and fitting locations and at pipe joint locations both upstream and downstream from the bends or fittings at distances as required by these Standards. Restrained joint pipe fittings shall be designed and rated for the following pressures:

350 psi for pipe sizes up to and including 24" diameter  
250 psi for pipe sizes 30" diameter and above

## 2.02 DETECTION

- A. Pipe shall have a 3-inch wide warning tape of the proper color placed directly above the pipe 12 inches below finished grade or a 6-inch warning tape between 12 inches and 24 inches below finished grade.
- B. Pipe shall have a solid, 10 gauge, high strength, copper clad steel wire with a polyethylene jacket of appropriate color installed along the pipe alignment as detailed in these standards. Tracer wire shall be manufactured by Copperhead Industries or Manatee County approved equal.

## 2.03 IDENTIFICATION

- A. Each length of pipe and each fitting shall be marked with the name of the manufacturer, size and class, lining type, and shall be clearly identified as ductile iron pipe. All gaskets shall be marked with the name of the manufacturer, size and proper insertion direction.
- B. All ductile iron pipe 12 inches and smaller shall be entirely polyethylene-wrapped blue for water mains, purple (Pantone 522 C) for reclaimed water mains and green for sewer mains, per AWWA C105.
- C. All ductile iron pipe greater than 12 inches shall be spiral wrapped with color coded polyethylene at a six-inch minimum spacing, If soil testing, in accordance with AWWA C105, indicates that the soil at the site is corrosive, the ductile iron pipe shall be entirely polyethylene-wrapped with color coded polyethylene.
- D. Poly-wrap shall be by V-Bio™ Enhanced Polyethylene Encasement (or equivalent).
- E. All above ground potable water mains and appurtenances shall be painted safety blue.

**END OF SECTION**

## **SECTION T02616 DISINFECTING POTABLE WATER PIPE LINES**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

The Contractor shall furnish all labor, materials, equipment and incidentals required to clean and disinfect potable water pipe lines. This work is required to place all types of pipe into service as potable water lines.

#### **1.02 CLEANING WATER MAINS**

At the conclusion of the work, the Contractor shall thoroughly clean all of the new pipes to remove all dirt, stones, pieces of wood or other material which may have entered during the construction period per Section 02618.

#### **1.03 DISINFECTING & BACTERIOLOGICAL TESTING OF POTABLE WATER PIPE LINES**

- A. All record drawing requirements must be submitted to the County prior to starting the bacteriological testing of the water lines.
- B. After the new potable water pipelines have been hydrostatically tested, or after existing potable water pipelines have been modified or repaired, they shall be cleaned, disinfected and sampled and tested for the presence of coliform organisms in accordance with AWWA C651.
- C. The County Inspector shall have been notified and shall be present at the time of the introduction of the chlorine disinfectant and water from the supply system into the main.
- D. At the end of the chlorine contact period, the chlorine residual shall be determined by sampling and testing, and the results shall be reported to the regulatory agencies with the County and State. The pipelines shall then be flushed thoroughly with clean potable water until chlorine measurements show that the concentration is no higher than the chlorine concentration that is acceptable for domestic use.
- E. Discharge flows from cleaning or flushing operations, and heavily chlorinated water from disinfecting operations, shall be disposed of in a manner consistent with US EPA, FDEP and SWFWMD regulations. Chapter 62-302 F.A.C. water quality standard for residual chlorine in Class III waters is <0.01 mg/L (ppm).
- F. After final flushing and before the new main is connected to the distribution system, sampling and analysis of the replacement water shall be performed by an approved laboratory or by the Department of Health. Sampling locations shall be as required by AWWA C651 or as determined by the FDEP representative. Pipelines that are tested and return an unsatisfactory test result shall be reflushed and resampled, or re-disinfected, or otherwise reconditioned, until a satisfactory result is attained.
- G. No potable water main shall be placed into service until the results of the bacteriological tests are satisfactory and the FDEP has provided the County with a written letter of acceptance. Potable water services, fire service, and fire hydrant leads that are exempt from a permit from the FDEP but still require bacteriological sampling in accordance with Chapter 62-555, Florida Administrative Code, shall not be placed into service until the results of the

bacteriological tests are satisfactory and the Manatee County Public Works Engineering Department has provided written acceptance.

- H. Special disinfecting procedures when approved by the County, may be used where the method outlined above is not practical.

**END OF SECTION**

## SECTION T02617 INSTALLATION AND TESTING OF PRESSURE PIPE

### PART 1 GENERAL

Reference Section 1.8, Installation of Pipelines in the Manatee County Public Works Utility Standards Part 1-Utility Standards Manual.

#### 1.01 GENERAL

- A. Furnish and install pipe, fittings, valves, fire hydrants, services, and all other appurtenances and incidentals complete and in-place as required by the construction drawings.
- B. Where potable or reclaimed water mains are to be installed under pavement, in parking lots, etc., the main shall be DI or protected by a steel casing pipe.
- C. All pipe crossing state or federal roads or local arterials & thoroughfares shall be installed in a casing pipe.
- D. Services under any kind of pavement shall be Type "L" copper or Schedule 40 stainless steel.
- E. Water mains 16-inches and larger shall be ductile iron. High density polyethylene or PVC (for 16" only). The use of HDPE pipe must be authorized by the County prior to ordering and installation.
- F. Soil testing in accordance with AWWA C105 shall be performed during the design phase to determine if the soil is corrosive to ductile iron pipe. One (1) soil test shall be performed for pipe lengths under 500 lineal feet, with an additional soil test every 500 of additional ductile iron pipe to be installed. The soil testing shall be performed by a Florida licensed geotechnical engineering and signed and sealed report shall be supplied to the County for review prior to installation of the ductile iron pipe for evaluation. The soil testing results shall be used to determine if additional requirements for the installation of ductile iron pipe and/or the restrained joints is warranted.
- G. Ductile iron pipe, with gasket materials as required in these Standards, shall be used in soil that is contaminated with low molecular-weight petroleum products, aromatic hydrocarbons, chlorinated hydrocarbons or organic solvents.
- H. Trees shall not be planted or located within 10 feet of any potable water main, reclaimed water main, sanitary force main or gravity sanitary sewer main that is owned and maintained by County. With prior approval, an approved root barrier may be used with 5 feet of clearance.
- I. All distribution waterlines that enter private property become private lines and shall have a back-flow preventer installed at the right-of-way. BFP can be part of a meter assembly or a BFP / detector check assembly.
- J. Installation tolerances of Pipe Lines:
  - 1. Direct Bury:
    - a. Vertical Alignment =  $\pm 0.5$  feet
    - b. Horizontal Alignment =  $\pm 1.0$  feet

2. Horizontal Directional Drill (Trenchless Technologies):

a. Vertical Alignment:

- 1) max. slope shall not exceed 2% (2.0 feet within a length of 100 feet).
- 2) No reverse curvature within 200 feet
- 3) No vertical deviation greater than ten (10) percent of the proposed depth of cover at that specific station.

b. Horizontal Alignment:

- 1) max. rate of deviation shall not exceed 1.5% (1.5 feet within a length of 100 feet
- 2) No reverse curvature
- 3) Total deviation not to exceed 2.0 feet

**1.02 HANDLING AND STORAGE**

- A. Prior to installation, all pipe and fittings shall be inspected. Cracked, broken, or otherwise defective materials not in compliance with these standards shall not be used and shall be removed from the project site.
- B. The pipeline installer shall take care in the handling, storage and installation of the pipe and fittings to prevent injury to the materials or coatings. Use proper implements, tools and facilities for the safe and proper protection of the work. Lower the pipe and fittings from the truck to the ground and from the ground into the trench in a manner to avoid any physical damages. Under no circumstances shall the pipe or fittings be dropped onto the ground or into the trenches.
- C. The pipeline installer shall not distribute material on the job site faster than it can be used to good advantage. Unless otherwise approved by the County, installer shall not distribute more than one week's supply of material in advance of laying. Any materials not to be installed within two weeks of delivery shall be protected from the sunlight, atmosphere and weather by suitable enclosures or protective wrapping until ready for installation. Stored PVC pipe shall be placed on suitable racks with bottom tiers raised above the ground to avoid damage. Storage of pipe on the job site shall be done in accordance with the pipe manufacturer's written instructions.

**1.03 SURVEY MARKINGS**

- A. As a marker for the Surveyor, a PVC pipe marker or 2" x 4" marker shall be inserted by the Contractor on the top of pipe for potable water mains, reclaimed water mains and sanitary force mains at intervals no greater than 200 feet apart and at locations where there is a substantial grade change. The pipe markers shall indicate the pipe diameter and shall be labeled PWM in "safety" blue, RWM in purple, and FM in green, for potable water mains, reclaimed water mains and sanitary force mains, respectively. The Contractor is responsible for making the aforementioned markers available to the Surveyor. The Contractor shall field locate the mains and fittings when markers are not made available to the Surveyor.
- B. As a marker for the Surveyor, a PVC pipe marker or 2" x 4" marker shall be inserted by the Contractor on the top of all pipe fittings (other than sanitary sewer service wyes, potable water saddles and reclaimed water saddles). The markers for fittings shall indicate the type of fitting and shall be labeled PWF in "safety" blue, RWF in purple, and FMF in green, for

potable water fittings, reclaimed water fittings, and sanitary force main fittings, respectively. The Contractor is responsible for making the aforementioned markers available to the Surveyor. The Contractor shall field locate the mains and fittings when markers are not made available to the Surveyor.

- C. A PVC pipe marker or 2" x 4" marker shall be inserted by the Contractor at the beginning and end of each horizontal directional drill (HDD). The HDD Contractor shall provide a certified report and bore log indicating the horizontal and vertical location every 25 linear feet or less along the pipe.
- D. A 2" PVC pipe marker with a painted end cap shall be inserted by the Contractor at the ROW line indicating each individual new service location or stub out. The marker shall be a 6 foot length of PVC pipe inserted 2 feet into the ground and shall be painted "safety" blue for potable water, purple for reclaimed water, and green for sewer.

**1.04 PROCEDURE FOR TESTING WATER LINES, FORCE MAINS AND RECLAIMED WATER LINES**

- A. A 48-hour notice is needed prior to testing. A letter stating the reasons testing should be scheduled ahead of other jobs must accompany all emergency testing requests.
- B. County and Contractor must be present for all testing, except for testing tapping valves and sleeves.
- C. HYDROSTATIC TESTING
  1. Refer to Manatee County Public Works Utility Standards Part 1-Utility Standards Manual Section 1.8.7.

**1.05 INSPECTION/TESTING PROCEDURE COVERING BORED PIPE LINES OR CASING AND CONDUITS INSTALLED ACROSS PREVIOUSLY TESTED AND/OR COUNTY ACCEPTED WATER AND SEWER PIPE WITHIN DEVELOPMENT PROJECTS UNDER ACTIVE CONSTRUCTION**

- A. Prior to testing water and sewer lines, every effort will be made to install sleeves for underground utilities that will cross these water and sewer lines or services.
- B. Where it has not been possible to pre-install sleeves prior to testing and bores or conduits are required, it is the responsibility of the utility company and/or their Contractor performing the work to provide Manatee County Utility Operations Department or the Engineer of Record with accurate horizontal and vertical as-built information of the sleeves, bores and conduits installed by said utility company. This applies to all bores and conduits crossing water and sewer lines.
- C. Procedures to be followed for installation of conduits, pipe lines and bores that will cross, or be closer than 5'-0" horizontally and 18 inches vertically to, previously tested water and sewer lines that are still under the ownership of the developer/contractor.
  1. Notify the County and obtain the best as-built information available. Allow sufficient time for the County to field locate the existing pipe lines.
  2. Submit drawings of proposed location to the County and Manatee County Utility Operations Dept. Utility Locations Section for review.
  3. Obtain a County Right-of-Way Use Permit if the work area is within a dedicated area of right-of-way.

4. Perform installation in the presence of a County representative. Call (941) 792-8811, ext. 5061 or ext. 5069 with at least two (2) working days notice.
  5. Submit two (2) copies of as-built information to the County to incorporate into the record drawings to be submitted to the County.
  6. Failure to follow steps 2) thru 5) will result in additional charges for retesting the previously tested water and sewer lines.
- D. Procedures to be followed for installation of conduits, pipe lines and bores crossing or closer than 5'-0" horizontally and 18 inches vertically to previously tested water and sewer lines that have been previously accepted by Manatee County:
1. Obtain record drawing information from the County.
  2. If roadway has been dedicated to Manatee County, obtain Right-of-Way Use Permit and copy the Project Management Department Locations Section with proposed location drawing.
  3. Follow procedures in "Sunshine State One-Call", paying special attention to the requirements of Section VII.
- E. Should water or sewer lines be damaged during the bore pipe line or casing installation, the cost of any repairs and retesting will be paid for by the utility company that installed the bore. The actual clearance between a bored casing crossing a water or sewer pipe should not be less than 18 inches.

**1.06 DETECTION**

- A. Direct buried pipe shall have 3" detectable metallic tape of the proper color placed directly above the pipe and 12" below finished grade or 6" detectable tape between 12" and 24" below finished grade.
- B. Direct buried or horizontal directional drilled non-metallic pipe shall also have tracer wire installed along the pipe alignment. The tracer wire to be used shall be a solid, 10 gauge, high strength, copper clad steel wire with a polyethylene jacket of appropriate color manufactured by Copperhead Industries or Manatee County approved equal.

**END OF SECTION**

## SECTION T02618 PIPELINE CLEANING

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to clean all new lines 4" and larger, and existing pipelines as specified in this specification and as indicated on the Drawings.
- B. This work shall include the furnishing and installation of all pig launching and retrieval devices and the appropriate pigs for the cleaning procedure, and all necessary excavations, shutdowns, fittings and valves required.

#### 1.02 RELATED WORK

- A. The contractor is responsible for all necessary supply water.
- B. The contractor is responsible for all necessary bypass pumping.
- C. The contractor is responsible for the proper disposal of any materials removed from the pipe lines as a result of the cleaning procedure.

#### 1.03 SUBMITTALS

- A. The Contractor shall submit prior to construction, a cleaning plan, Shop Drawings, and layout diagram for approval to the County.
- B. The Contractor shall submit to the County a list of materials to be furnished, and the names of suppliers.

#### 1.04 QUALIFICATIONS

- A. The Contractor performing this work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner.
- B. The Contractor shall also be capable of providing crews as needed to complete this work without undue delay.
- C. The County reserves the right to approve or disapprove the Contractor, based on the submitted qualifications.

### PART 2 PRODUCTS

#### 2.01 GENERAL

- A. The contractor shall be responsible for furnishing pigs in sufficient numbers and sizes, of appropriate densities, coatings and configurations to properly clean the piping systems.
- B. All pigs used for the cleaning of sewer or reclaimed water lines shall not be used in the cleaning of potable water lines.

#### 2.02 MATERIALS

- A. The pig launching and retrieval equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system. Launching and retrieval systems shall be fabricated, designed and manufactured according to ANSI standards and capable of withstanding working pressures of 150 psi. Launching and receiving devices shall be sized one diameter larger than the system to which it will be attached with a minimum length of 2.5 times the diameter.
- B. The contractor shall have available for immediate use an electronic pig detector for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage and other disparities in the system.
- C. The pig shall be constructed of elastomer polyurethane with an open cell construction and a density equal to or suitable for use in the piping system being cleaned. Pig configuration shall consist of a parabolic nose with a concave base and coated with a resilient surface material that will maintain a peripheral seal and will effectively clean the piping system without over abrading the interior pipe wall. Pig characteristics shall include the ability to navigate through 90 degree bends, 180 degree turns, bi-directional fittings, full port valves, reduce its cross sectional area and return to its original design configuration and be propelled by hydraulic pressure.

**PART 3 EXECUTION**

**3.01 PIPELINE CLEANING**

- A. The cleaning of the pipe line shall be done by the controlled and pressurized passage of a polyurethane pig of varying dimensions, coatings and densities as determined by the County through the piping system.
- B. A series of pigs shall be entered into the system at a point as near to the beginning as is logistically and mechanically feasible.
- C. A launching assembly shall be used as the entrance point for the pig. This assembly shall allow for the following:
  - 1. The entering of pigs into the system by providing the means to induce flow from an external source, independent of the flows and pressures immediately available from the system, on the back of the pig to develop sufficient pressure to force the pig through the system.
  - 2. A means to control and regulate the flow.
  - 3. A means to monitor the flows and pressures.
  - 4. A means to connect and disconnect from the system without any disruption to the operation of the system.
- D. The pig shall be removed or discharged from the system at a point as near to the end as is logistically and mechanically feasible.
- E. The contractor shall be responsible for the retrieval of the pig at the discharge point. This may include setting a trap that will not disrupt normal flow and operations but will capture the pig and any debris. A retrieval assembly may also be used but said assembly shall be able to connect and disconnect from the system without any disruption to the operation of

the system.

- F. Alternative launching and retrieval methods shall be done with the prior approval of the County.
- G. Any pig that cannot progress through the piping system shall be located by the contractor and removed by excavation of the pipe in order to remove the blockage. All pipe repairs shall be the responsibility of the contractor and shall be performed with as little disruption to the system as possible.
- H. Any increase in pressure that cannot be accounted for, i.e. fittings or valves or additional cleaning runs, shall be investigated, per the Engineers' approval, by locating the pig at the beginning of the increased pressure and excavating to determine the cause of the pressure increase. All pipe repairs shall be the responsibility of the contractor and shall be performed with as little disruption to the system as possible.
- I. Final flushing of the cleansed lines shall be performed after the last successful run of the pig as determined by the County. The contractor shall be responsible for all applicable flushing and disinfection requirements for potable water lines.

### **3.02 ACCEPTANCE**

- A. The contractor shall maintain and provide a report at the end of the cleaning procedure containing the following:
  - 1. The pressures in the pipe during the pigging procedure.
  - 2. Any inline problems encountered during the procedure including all excavations with detailed locations, reason for the excavation and any corrective measures taken to the pipeline.
  - 3. A record of the pigs used, their sizes, styles and other pertinent information regarding what materials were used during the cleaning.
  - 4. An analysis of the condition of the pipeline before and after the cleaning procedure.

**END OF SECTION**

## SECTION T02620 POLYETHYLENE (HDPE) PIPE AND FITTING

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to install polyethylene pressure pipe, fittings and appurtenances as shown on the Drawings and specified in the Contract Documents and these Standards.
- B. Newly installed pipe shall be kept clean and free of all foreign matter & gouges.
- C. All pipe shall be correctly color coded / identified.

#### 1.02 QUALIFICATIONS

All polyethylene pipe, fittings and appurtenances shall be furnished by a single manufacturer who is fully experienced, reputable and qualified in the manufacture of the items to be furnished.

#### 1.03 SUBMITTALS

- A. The Contractor shall submit to the County, within ten days after receipt of Notice to Proceed, a list of materials to be furnished, the names of the suppliers and the appropriate shop drawings for all polyethylene pipe and fittings.
- B. The Contractor shall submit the pipe manufacturer's certification of compliance with the applicable sections of the Specifications.
- C. The Contractor shall submit shop drawings showing installation method and the proposed method and specialized equipment to be used.

### PART 2 PRODUCTS

#### 2.01 POLYETHYLENE PRESSURE PIPE

- A. Polyethylene pipe 4" diameter and larger shall be high-density bimodal PE3408/PE 100/PE4710 polyethylene resin with a minimum cell classification of 445574 per ASTM D3350, Class 160, DR 11, Performance Pipe DriscoPlex 4000, or an approved equal, meeting the requirements of AWWA C906. All pipe materials used in potable water systems shall comply with NSF Standard 61. Outside diameters of water, reclaimed water and pressure sewer HDPE pipes shall be ductile-iron sizing system (DIPS).
- B. Polyethylene pipe 3 inches in diameter (for potable water and reclaimed water), and 3 inches in diameter and smaller (for wastewater grinder pump force mains) shall be high-density PE 3408 polyethylene, per ASTM D2737, Pressure Class 160, iron pipe size (IPS) outside diameter, DR 11, Performance Pipe DriscoPlex 4100 or an approved equal, meeting the requirements of ASTM D 3035 and AWWA C901.
- C. Polyethylene tubing 2 inches in diameter and smaller for potable water and reclaimed water shall be high density PE 3408 polyethylene resin per ASTM D2737, Pressure Class 200, Copper Tube Size (CTS), SDR 9, Performance Pipe DriscoPlex 5100, Endot EndoPure, Charter Plastics or an approved equal, meeting the requirements of AWWA C901. Butt

fusion or CTS brass connections shall be used. All pipe materials used in potable water systems shall comply with NSF Standard 61.

## **2.02 JOINTS**

- A. Where PE pipe is joined to PE pipe, it shall be by thermal butt fusion. Thermal fusion shall be accomplished in accordance with the written instructions of the pipe manufacturer and fusion equipment supplier. The installer of the thermal butt fused PE pipe shall have received training in heat fusion pipe joining methods and shall have had experience in performing this type of work.
- B. Flanged joints, mechanical joints and molded fittings for 4" and larger pipe shall be in accordance with AWWA C906. Mechanical joints and fittings for 3" and smaller pipe & tubing shall meet the requirements of: AWWA C901, ASTM D 3350 and ASTM D 3140.

## **2.03 DETECTION**

- A. Direct buried HDPE pipe shall have 3" detectable metallic tape of the proper color placed directly above the pipe and 12" below finished grade or 6" detectable tape between 12" and 24" below finished grade.
- B. Direct buried or horizontal directional drilled HDPE pipe shall also have tracer wire installed along the pipe alignment. The tracer wire to be used shall be a solid, 10 gauge, high strength, copper clad steel wire with a polyethylene jacket of appropriate color manufactured by Copperhead Industries or Manatee County approved equal.

## **2.04 IDENTIFICATION**

- A. Pipe shall bear identification markings in accordance with AWWA C906.
- B. Pipe shall be color coded blue for water, purple (Pantone 522 C) for reclaimed water or green for pressure sewer using a solid pipe color or embedded colored stripes. Where stripes are used, there shall be a minimum of three stripes equally spaced.

## **PART 3 EXECUTION**

### **3.01 INSTALLING POLYETHYLENE PRESSURE PIPE AND FITTINGS**

All polyethylene pressure pipe shall be installed by direct bury, directional bore, or a method approved by the County prior to construction. If directional bore is used, or if directed by the County, the entire area of construction shall be surrounded by silt barriers during construction.

### **3.02 INSPECTION AND TESTING**

All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipelines shall be subjected to a hydrostatic pressure and leak testing. Refer to Manatee County Public Works Utility Standards Part 1-Utility Standards Manual Section 1.8.7.

**END OF SECTION**

**SECTION T02622 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS  
(AWWA SPECIFICATIONS C-900 & C-905)**

**PART 1 GENERAL**

**1.01 SCOPE OF WORK**

- A. Furnish all labor, materials, equipment and incidentals required to install the PVC piping, iron fittings and other appurtenances complete and ready for use as indicated on the construction drawings.
- B. Provide and install complete all fittings and appurtenances not noted specifically on the construction plans as required to complete the utility system in accordance with these Standards.

**1.02 DESCRIPTION OF SYSTEM**

The Contractor shall install the piping in the locations as shown on the Drawings.

**1.03 QUALIFICATIONS**

All plastic pipe, fittings and appurtenances shall be furnished by a single manufacturer who is fully experienced, reputable, qualified and specializes in the manufacture of the items to be furnished. The pipe and fittings shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications.

**1.04 SUBMITTALS**

- A. The Contractor shall submit shop drawings to the County including, but not limited to, dimensions and technical specifications for all piping.
- B. The Contractor shall submit to the County, samples of all materials specified herein.
- C. The Contractor shall submit and shall comply with pipe manufacturer's recommendation for handling, storing and installing pipe and fittings.
- D. The Contractor shall submit pipe manufacturer's certification of compliance with these Specifications.

**1.05 TOOLS**

The Contractor shall supply special tools, solvents, lubricants, and caulking compounds required for proper installation.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Polyvinyl chloride (PVC) pressure pipe, 4 - 12 inches in diameter, shall be Class 235, DR 18, meeting the requirements of AWWA C900 used for potable and reclaimed water. Mains shall be cast-iron-pipe-equivalent outside diameters (also known as ductile iron pipe size (DIPS)). Each length of pipe shall be hydrostatically tested to four times its pressure class of the pipe by the manufacturer in accordance with AWWA C900.

- B. Polyvinyl chloride (PVC) pressure pipe, 14 inches in diameter, shall be ductile iron pipe size (DIPS) outside diameter and shall meet the requirements of AWWA C905. Pipe used in water, sewer, and reclaimed water service shall be DR 18 and Pressure Class 235. Each length of pipe shall be hydrostatically tested at twice its pressure class in accordance with AWWA C905. Pipe shall be furnished in standard lengths of approximately 20 feet.

PVC pipe shall not be used for potable and reclaimed water mains 16 inches and larger.

- C. Polyvinyl chloride (PVC) pressure pipe, 2-3 inches in diameter, shall be Pressure Rated 200, SDR21, conforming to ASTM D2241, and shall have Iron Pipe Size (IPS) outside diameters. SDR 21 PVC pipe 2-3 inches in diameter shall not be used for working pressures greater than 125 psi. PVC pipe shall not be used in applications, which require pipes that are less than 2 inches in diameter for wastewater force mains. PVC Pipe shall not be used in applications which require pipes that are less than 3 inches in diameter for potable water piping and reclaimed water piping.
- D. Standard PVC pressure pipe joints shall be bell and spigot push-on type with elastomeric ring seals. Ring seal gaskets used at push-on joints shall conform to ASTM F 477 and shall be EPDM rubber for potable and reclaimed water pipes.
- E. Lubricant furnished for lubricating the push-on joints in potable water pipes shall be nontoxic, water soluble, shall not support the growth of bacteria, shall have no deteriorating effects on the gasket or pipe material, and shall not impart color, taste, or odor to the water, and shall be an approved substance per NSF 61.
- F. Thrust restraint devices shall be provided at all horizontal and vertical bends and fittings, in casings under roads and railroads and at other locations as indicated on the construction drawings. Thrust restraint devices for PVC pipe and fittings shall be either concrete thrust blocks or restraining glands as manufactured by Star Pipe Products, Stargrip 3000 and 3100, Allgrip 3600, or as manufactured by EBAA Iron Sales, Megaflange, 2000PV or other approved equal restraining gland products. Restrained joints, where used, shall be installed at bend and fitting locations and at pipe joint locations both upstream and downstream from bends or fittings at distances as required by these Standards.
- G. All fittings for PVC pipe shall be ductile iron or gray iron with mechanical joints and shall conform to AWWA C110 or AWWA C153 and to the applicable sections of these Standards for ductile iron and gray iron fittings.
- H. All pipe materials used in potable water systems shall comply with NSF Standard 61.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

The Contractor shall install the plastic pipe in strict accordance with the manufacturer's technical data and printed instructions.

### **3.02 DETECTION**

- A. Direct buried pipe shall have 3" warning tape of the proper color placed directly above the pipe 12" below finished grade or 6" warning tape between 12" and 24" below grade.

- B. PVC pipe shall have a solid, 10 gauge, high strength, copper clad steel wire with a polyethylene jacket of appropriate color installed along the pipe alignment as detailed in these standards. Tracer wire shall be manufactured by Copperhead Industries or Manatee County approved equal.

**3.03 IDENTIFICATION**

- A. PVC pipe shall bear identification markings in accordance with AWWA C900, AWWA C905 or ASTM D2241.
- B. PVC pipe shall be color coded blue for water, purple (Pantone purple 522C) for reclaimed water or green for pressure sewer using a solid pipe color pigment.

**3.04 INSPECTION AND TESTING**

All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipelines shall be subjected to a hydrostatic pressure and leak testing. Refer to Manatee County Public Works Utility Standards Part 1-Utility Standards Manual Section 1.8.7. Prior to testing, the pipe lines shall be supported in a manner approved by the County to prevent movement during tests.

**END OF SECTION**

## SECTION T02623 POLYVINYL CHLORIDE (PVC) PIPE (GRAVITY SEWER)

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, equipment, materials, pipe and incidentals and shall construct gravity sewers, complete, as shown on the drawings and as herein specified.
- B. The work shall include furnishing, laying and testing gravity sewer pipe.

#### 1.02 SUBMITTALS DURING CONSTRUCTION

- A. The Contractor shall submit prior to construction, Shop Drawings, Working Drawings and Samples for approval to the County.
- B. The Contractor shall submit to the County not less than fourteen (14) calendar days after the date of the Notice to Proceed, a list of materials to be furnished, the names of suppliers and an expected schedule of delivery of materials to the site.
- C. The Contractor shall furnish in duplicate to the County sworn certificates that all tests and inspections required by the Specifications under which the pipe is manufactured have been satisfied.
- D. The pipe manufacturer shall inspect all pipe joints for out-of-roundness and pipe ends for squareness. The Contractor shall furnish to the County, a manufacturer's Notarized Affidavit stating all pipe meets the requirements of ASTM, ASCE, ANSI, the Contract Documents, as well as all applicable standards regarding the joint design with respect to square ends and out-of-round joint surfaces.

#### 1.03 INSPECTION AND TESTS

- A. All pipe and accessories installed under this Contract shall be inspected and tested as required by the Standard Specifications to which the material is manufactured. The pipe shall be tested at the place of manufacture or taken to an independent laboratory by the manufacturer.
- B. Each length of pipe shall be subject to inspection and approval at the factory, point of delivery and site of work. Sample of pipe to be tested shall be selected at random by the County or the testing laboratory and shall be delivered by the Contractor to the testing laboratory approved by the County.
- C. When the specimens tested conform to applicable standards, all pipe represented by such specimens shall be considered acceptable based on the test parameters measured. Copies of test reports shall be submitted to the County prior to the pipe installation. Acceptable pipe shall be stamped with an appropriate monogram under the supervision of the testing laboratory.
- D. All pipe test specimens failing to meet the applicable standards shall be rejected. The Contractor may provide two additional test specimens from the same shipment or delivery for each failed specimen. The pipe shall be acceptable if both of these additional specimens meet the requirements of the applicable standards.

- E. Pipe which has been deemed unacceptable by the County shall be removed from the work site by the Contractor and shall be replaced with acceptable pipe.

## **PART 2 MATERIALS**

### **2.01 GENERAL**

- A. The sizes of gravity sewer pipe shall be shown on the Drawings.
- B. Each length of pipe shall bear the name or trademark of the manufacturer, the location of the manufacturing plant and the class or strength classification of the pipe. The markings shall be plainly visible on the pipe barrel.

### **2.02 POLYVINYL CHLORIDE (PVC) GRAVITY SEWER PIPE**

- A. Polyvinyl chloride (PVC) gravity sewer pipe and fittings, 4-15 inches in diameter, shall be SDR 26, meeting the requirements of ASTM D 3034. Joining of pipe sections and fittings shall be by water-tight push-on joints using elastomeric gaskets in accordance with ASTM D 3212.
- B. Polyvinyl chloride (PVC) pipe, 16-48 inches in diameter, for gravity sewers, shall be DR 25, with cast-iron (CI) outside diameter, meeting the requirements of AWWA C905.
- C. All PVC sewer pipe bell ends shall be field inspected for out-of-roundness and spigot ends shall be field inspected for out-of-roundness and for squareness of the pipe end. Any materials not in conformance with the tolerances of ASTM D 3212 or AWWA C905 shall be removed from the work site.
- D. All PVC sewer pipe sections shall also be field inspected for excessive cross-section deflection. Any pipe section visually found to have a pipe deflection, before installation, of 2 percent of the Base Inside Diameter or greater shall be removed from the work site. After installation and backfill, pipe deflection shall not be allowed to be 5 percent or greater of the Base Inside Diameter. Any length of pipe found installed having excessive deflection shall be dug up and either reinstalled or removed from the work site.
- E. Six inch PVC fittings for sewer laterals shall also be SDR 26, molded in one piece, with elastomeric joints in accordance with ASTM D-3034. Fittings not currently available in molded form may be fabricated in accordance with ASTM D-3034 with manufacturer's standard pipe bells and gaskets.

### **2.03 JOINING PVC GRAVITY SEWER AND FITTING**

- A. The PVC joints shall be of the push-on type with a single rubber gasket conforming to ASTM F 477.
- B. Wyes and riser fittings shall be gasketed connections. Rubber doughnuts are not to be used.
- C. Joints between pipes of different materials shall be made using stainless steel shielded couplings (as provided by Fernco) or Protecto 401 mechanical joint connections. Metal piping shall not be threaded into plastic fittings, valves, or couplings, nor shall plastic piping be threaded into metal valves, fittings, or couplings.

### **2.04 INDENTIFICATION AND DETECTION**

- A. PVC gravity sewer pipe shall bear identification markings in accordance with ASTM D 3034 or AWWA C905.
- B. PVC gravity sewer pipe shall be color-coded green using a solid pipe color pigment.

### **PART 3 EXECUTION**

#### **3.01 PIPE DISTRIBUTION**

The Contractor shall not distribute material on the job faster than it can be used to good advantage. He shall unload pipe, which cannot be physically lifted by workers from the trucks, by a forklift or other approved means. He shall not drop pipe of any size from the bed of the truck to the ground. He shall not distribute more than one weeks supply of material in advance of laying, unless otherwise approved by the County.

#### **3.02 PIPE PREPARATION AND HANDLING**

- A. The Contractor shall inspect all pipe and fittings prior to lowering them into trench. Cracked, broken, or otherwise defective materials are not acceptable and shall not be used. The Contractor shall clean the ends of the pipe thoroughly. He shall remove foreign matter and dirt from inside of pipe and keep the pipe clean during and after laying.
- B. The Contractor shall use proper implements, tools and facilities for the safe and proper protection of the work. He shall lower the pipe into the trench in a manner to avoid any physical damage to the pipe, remove all damaged pipe from the job site and under no circumstances shall the pipe be dropped or dumped into trenches.

#### **3.03 LINE AND GRADE**

- A. The Contractor shall not deviate more than 1/2-inch for line and 1/4-inch for grade from the line design and design grade established by the County provided that such variation does not result in a level or a reverse sloping invert. He shall measure the grade at the pipe invert and not at the top of the pipe. The Contractor shall furnish, set and control the line and grade by laser beam method. Other methods of controlling line and grade may be submitted to the County for approval if using the laser beam method proves to be impractical because of other conditions.
- B. The Contractor shall use the laser beam method of maintaining line and grade. The Contractor shall submit evidence to the County that a qualified operator shall handle the equipment during the course of construction. A "Caution-Laser Light" placard shall be displayed in a conspicuous place. When "in the pipe" method is used, grade boards shall be installed for the first 50 feet of pipe. The Contractor shall check the line and grade at any additional points at which offset stakes have been placed and when requested by the County. A fan shall be provided to circulate the air if bending of the beam due to air temperature variations becomes apparent with "in the pipe" units. However excessive air velocity shall not be permitted to cause pulsating or vibrating of the beam. If, in the opinion of the County, the beam cannot be accurately controlled, this method of setting line and grade shall be discontinued. When the above ground method is used, the set-up shall be checked with the three grade boards including one set at the upstream manhole. If the laser has a gradient indicator, two boards may be used to check the set-up. The grade board at the up-stream manhole shall be retained to check into as pipe laying progresses.

**3.04 PREPARATION OF TRENCH**

- A. The Contractor shall provide pipe bedding material under all the pipe for the full trench width. The minimum depth of bedding material below the pipe barrel shall be as follows

Minimum Depth of

<u>Pipe Size</u>	<u>Bedding Under Pipe Barrel</u>
15" & Smaller	4 inches
18" to 36"	6 inches
42" & Large	9 inches

- B. The depth of pipe bedding material under the pipe bell shall not be less than three inches under normal trench conditions.
- C. The Contractor shall hand-grade bedding to proper grade ahead of the pipe laying operation. The bedding shall provide a firm, unyielding support along the entire pipe length.
- D. Should the Contractor excavate the trench below the required depth for pipe bedding material placement without direction from the County, the Contractor shall fill the excess depth with pipe bedding material as specified herein to the proper subgrade.
- E. The Contractor shall excavate bell holes at each joint to permit proper assembly and inspection of the entire joint.

**3.05 DEWATERING**

The Contractor shall prevent water from entering the trench during excavation and pipe laying operations to properly grade the bottom of the trench and allow for proper compaction of the backfill. Pipe shall not be laid in water.

**3.06 LAYING AND JOINTING PIPE AND FITTINGS**

- A. The Contractor shall lay pipe upgrade with spigot ends pointing in direction of flow. After a section of pipe has been lowered into the prepared trench, he shall clean the end of the pipe to be joined, the inside of the joint and, if applicable, the rubber ring immediately prior to joining the pipe. The Contractor shall assemble the joint in accordance with the recommendations of the manufacturer of the type of joint used. He shall provide all special tools and appliances required for the jointing assembly.
- B. The Contractor shall lay all pipe uniformly to line and grade so that the finished sewer shall present a uniform bore. Variations from line and grade in excess of the tolerances specified under LINE AND GRADE are not acceptable and the work shall be rejected.
- C. The Contractor shall check the pipe for alignment and grade after the joint has been made. The pipe bedding shall form a continuous and uniform bearing and support for the pipe barrel between joints. Sufficient pressure shall be applied to the joint to assure that the joint is "home" as defined in the standard installation instructions provided by the pipe manufacturer. The Contractor shall place sufficient pipe cover material to secure the pipe from movement prior to installing the next joint to assure proper pipe alignment and joint makeup.

- D. Pipe 21" and smaller intended to be in straight alignment shall be laid so that the inside joint space does not exceed 3/8" in width. If interior joints on 24" and larger pipe laid either in straight alignment or on a curve are greater than 3/8", the Contractor shall thoroughly clean the joint surfaces and fill and seal the entire joint with premixed mortar conforming to ASTM C-387 only after the trench has been backfilled, unless otherwise approved by the County. Trowel smooth on the inside surface. Water shall not be allowed to rise in or around, or pass over any joint before it has substantially set.
- E. When the Contractor lays pipe within a movable trench shield, he shall take all necessary precautions to prevent pipe joints from pulling apart when moving the shield ahead.
- F. The Contractor shall prevent excavated or other foreign material from getting into the pipe during the laying operation. He shall close and lock the open end of the last laid section of pipe to prevent entry of foreign material or creep of the gasketed joints when laying operations cease, at the close of the day's work, or whenever the workers are absent from the job.
- G. The Contractor shall plug or close off the pipes which are stubbed off with temporary plugs.
- H. The Contractor shall take all necessary precautions to prevent the "uplift" or floating of the line prior to the completion of the backfilling operation.
- I. The Contractor shall make connections of non-reinforced pipe to manholes or concrete structures, so that a standard pipe joint is located at a minimum of 18" outside the edge of structure.
- J. When field cutting and/or machining the pipe is necessary, the Contractor shall use only tools and methods recommended by the pipe manufacturer and approved by the County.
- K. Service lateral shall be constructed by the Contractor as shown on the standard sewer details and located approximately as shown on the Contract Drawings.

**3.07 LAYING PLASTIC PIPE**

- A. Polyvinyl chloride (PVC) pipe shall be installed by the Contractor in accordance with the instructions of the manufacturer, as shown on the Drawings and as called out in the Contract Documents.
- B. The Contractor shall lay the pipe, bedding and backfill to lines and grade shown on the Drawings and called out in the Contract Documents. Blocking under the pipe will not be permitted.
- C. The Contractor shall install a green metallic tape as shown in these Standards below finish grade along the entire pipeline PVC sewer main pipe route.
- D. The Contractor shall use care in the handling, storage and installation of pipe. Storage of pipe on the job site shall be done in accordance with the pipe manufacturer's recommendation.

**3.08 BACKFILL IN THE PIPE ZONE**

- A. The pipe zone shall be considered to include the full width of the excavated trench from the bottom of the trench to a point above the top outside surface of the barrel of the pipe.

- B. The Contractor shall pay particular attention to the area of the pipe zone from the flow line to the springline of the pipe to insure that firm support is obtained to prevent any lateral movement of the pipe during the final backfilling of the pipe zone.
- C. The Contractor shall take care to insure that the pipe does not rest directly on the bell or pipe joint, but is uniformly supported on the barrel throughout its entire length.
- D. After the pipe is laid by the Contractor to line and grade, he shall place and carefully compact pipe bedding material for the full width of the trench to the springline of the pipe. He shall place the material around the pipe in 6-inch layers and thoroughly hand tamp with approved tamping sticks supplemented by "walking in" and slicing with a shovel to assure that all voids are filled.
- E. The Contractor shall backfill and carefully compact the area above the pipe springline with pipe cover material to a point 12" above the top outside surface of the pipe barrel. Pipe bedding material may, at the Contractor's option, be substituted for pipe cover material.

### **3.09 EXCESS TRENCH WIDTH**

- A. Normal trench widths shall be as shown on the Drawings. If the normal trench width below the top of the pipe is exceeded for any reason, the Contractor shall furnish an adequate support for the pipe. The County may determine that the pipe being used is strong enough for the actual trench width or the Contractor may furnish a stronger pipe or a concrete cradle for approval.
- B. Concrete thickness under the pipe shall be one-third of the nominal diameter of the pipe, but not less than four inches. Concrete block or brick may be used for adjusting and maintaining proper grade and elevation of pipe. After the pipe is laid to line and grade, the Contractor shall place 3,000 psi concrete under the pipe for the full width of the trench to form a cradle of the required length and thickness with the concrete brought up to a level equal to 1/4 of the inside pipe diameter below the springline of the pipe. Start and terminate the concrete cradle at the face of a pipe bell or collar. Do not encase pipe joints at the ends of the concrete cradle.
- C. After the concrete has taken initial set, the Contractor shall place cover material over the concrete cradle and up to a level 12" above the pipe barrel and for the full width of the trench. Cover material shall be placed by hand or by equally careful means.

### **3.10 CONNECTING DISSIMILAR PIPE MATERIALS**

The Contractor shall use the following method to connect dissimilar pipe materials. Use concrete closure collars only when approved by the County and then only to make connections between dissimilar pipe when standard rubber gasketed joints or shielded couplings are impracticable. Before the closure collars are poured, wash the pipe to remove all loose material and soil from the surface on which the concrete will be placed. Wet nonmetallic pipe thoroughly prior to pouring the collars. Wrap and securely fasten a light gauge of sheet metal or building-felt around the pipe to insure that no concrete shall enter the line. Place reinforcement as shown on the plans. Make entire collar in one pour using 3,000 psi concrete and extend a minimum 12" on each side of the joint. The minimum thickness around the outside diameter of the pipe shall be 6". No collar shall be poured in water. After the collars are poured and have taken their initial set, cure by covering with well-moistened earth.

### **3.11 PIPE BULKHEADS**

- A. Connections for future sewers shall be bulkheaded by the Contractor in the following manner:
  - 1. All wyes and bell-and-spigot pipe sewers 18" in diameter or smaller shall be bulkheaded with caps or disc stoppers with factory-fabricated resilient joints. The disk or cap shall be banded or otherwise secured to withstand all test pressures without leakage.
  - 2. Connections 21" and 24" in diameter shall be bulkheaded with a four-inch brick wall, using clay brick or concrete brick. The wall shall be capable of withstanding all test pressures without leakage.
  - 3. Connections 27" in diameter and larger shall be bulkheaded with an eight-inch wall, using clay brick or concrete brick. The wall shall be capable of withstanding all test pressures without leakage.

### **3.12 AIR TEST FOR GRAVITY SEWERS - GENERAL**

- A. Gravity sewers shall be required to pass the low pressure air test. All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. Refer to Manatee County Public Works Utility Standards Part 1-Utility Standards Manual Section 1.8.10.
- B. Air loss rates may be measured by the County. These tests shall be performed by the Contractor under the observation of the County Inspector.
- C. The groundwater height above the installed pipe shall be determined by attaching a transparent plastic tube to a pipe nipple in the manhole and using the plastic tube as a manometer. A test hole may be dug directly above the sewer main for visual inspection.
- D. The ends of branches, laterals, tees, wyes and stubs included in a test section shall be plugged to prevent air leakage. All plugs shall be secured to prevent blowout due to internal pressure. A test section is defined as the length of sewer between manholes.
- E. The Contractor shall repair all visible leaks in manholes and pipe, even if the leakage test requirements are met.

### **3.13 TELEVISION INSEPTION OF GRAVITY SEWERS**

- A. TV inspection of the entire length of the inside of new gravity sewer mains shall be conducted by the Contractor. The County Inspector shall have been notified and shall be present during the TV inspection.
- B. The sewer pipelines shall be thoroughly cleaned of all dirt, debris or obstructions before the TV inspection. Water shall be added to the upstream manhole until it is seen flowing from the most downstream point of the system to be inspected.
- C. The TV camera shall be a self-propelled, 360 degree pan-head, high resolution, color type and shall have dual DVD recording capability. The camera shall be equipped with a depth gauge calibrated to ¼-inch increments to accurately record the depth of the water in the pipeline. A calibration report shall be submitted with each digital video disk (DVD), which shall include a drawing of the depth gauge, indicating the marks on the gauge, and what depth each mark represents.

- D. The County Inspector shall be present and will observe the TV monitor along with the camera operator as the camera progresses through the pipe. All pipelines will be inspected with the camera progressing in an upstream direction when possible. The camera operator shall record the manhole numbers and the distance the camera has progressed from the downstream manhole as the inspection proceeds. The operator shall stop the progress of the camera and record the distance at all locations along the pipeline where unusual or defective features are encountered. The operator shall record the distance and depth of the water in the pipe at all locations where the depth is greater than or equal to 75% of the maximum depth as listed in the table below. The camera operator shall make records where cracked, dented or deformed pipe is found, or at joints that are not properly installed, or where infiltration is observed, or at any other abnormality or where any other defective feature is encountered.
- E. Pipe grade between manholes shall not deviate by more than the maximum depth as list below from the design grade line, as measured with the television (TV) camera's depth gauge during the TV inspection, provided that such deviation does not result in a level or a reverse slope. Joint deflection and longitudinal pipe deflection between manholes that exceeds the maximum depth or more than two deflections that exceed 75% of the maximum depth, as measured with the television camera's depth gauge during the TV inspection, shall not be accepted.

	Water Holding Depth (inches)	
Pipe Sizes		Maximum
8 inch to 15 inch		1.00
18 inch to 21 inch		2.00
24 inch and greater		2.50

- F. At the end of the inspections, or at the end of the day, one original digital video disk (DVD) of the TV record shall be submitted to the County Inspector along with the written inspection report and depth gauge calibration for evaluation. The County's representative shall be the sole judge of whether any information imparted by the TV test DVD will cause the County to accept or reject the pipe test section.

**3.14 PIPE RING DEFLECTION TESTING OF GRAVITY SEWERS (MANDREL)**

- A. The Contractor shall perform a pipe ring deflection test on all new gravity sanitary sewer mains. The rigid ball or mandrel used for the ring deflection test shall have a diameter not less than 95 percent of the base inside diameter or average inside diameter of the pipe depending on which is specified in the ASTM C 3034, to which the pipe is manufactured. The test shall be performed without mechanical pulling devices.
- B. The allowable ring deflection is 5 percent of the inside pipe diameter. Pipes that have a ring deflection that exceeds this amount shall not be accepted.

**3.15 FINAL SEWER CLEANING**

- A. Prior to final acceptance and final manhole-to-manhole inspection of the sewer system by the County, the Contractor shall flush and clean all parts of the system, remove all accumulated construction debris, rocks, gravel, sand, silt and other foreign material from

the sewer system at or near the closest downstream manhole.

- B. During the final manhole-to-manhole inspection of the sewer system, the County may require the Contractor to reflush and clean any section or portion of the line if any foreign matter is still present in the system.

**END OF SECTION**

## SECTION T02626 SANITARY SEWER GRAVITY MAIN REHABILITATION

### PART 1 GENERAL

#### 1.01 DESCRIPTION

This section describes the materials and methods for the rehabilitation of sanitary sewer lines by the insertion of a fiberglass reinforced plastic or polyethylene liner pipe into the existing sewer line. All such work shall comply with these Specifications and the specific product manufacturer's recommendations. Any conflict between the product manufacturer's recommendations and any portion of the Contract Documents shall be resolved prior to beginning the work.

The Contractor shall utilize the products of one manufacturer which meet the requirements of these Specifications when relining sections of existing sewer which are straight or have minor offsets.

It shall be the Contractor's sole responsibility to insure that materials provided by the liner manufacturer will function as intended when installed in curved or offset sections of existing pipe.

#### 1.02 DESIGN CRITERIA

Pipe, fittings and special pieces shall be designed to withstand all loadings as described below. No structural consideration is to be given to any part of the existing sewer pipe.

The following design criteria shall be utilized to develop a suitable structural and corrosion resistant design for the liner pipe for sliplining:

1. Hydrostatic Pressure - Water table shall be construed as 2' - 0" below finished grade on the entire length of the project.
2. Dead Loads - Invert of pipe and finish grade elevations are shown on the plan and profile drawings. Assume soil weight of 120 pounds per cubic foot and soil modulus of elasticity (E') of 2000 psi.
3. Live Loads - Highway loads are based on HS20-44 (A.A.S.H.T.O. Latest Edition). Railroad loadings are Cooper E 80 (A.R.E.A. Latest Edition).
4. Corrosion - Pipe carries domestic waste and shall be resistant to sulfuric acid attack resulting from hydrogen sulfide oxidation.
5. Buckling - Pipe design shall incorporate a safety factor of 2.5 for buckling strength calculations, in accordance with Section A2.5 of Appendix "A of AWWA C-950.

#### 1.03 SUBMITTALS

After award of the Contract, (5) five copies of the pipe design and installation procedure shall be submitted by the Contractor. Contractor shall provide design in accordance with the operating load conditions described under Design Criteria. Complete pipe design shall include both structural and corrosion resistant design elements. Submittal shall address the Contractor's proposed method(s) to accomplish the following:

1. Install liner pipe through the existing pipe, including line deflections and curves and location of insertion pits.
2. Install grout in annular space between liner pipe and existing sewer pipe and details on proposed grout mix to be used.

3. Technical data on pipe including information on pipe materials, physical properties and dimensions.

Before beginning work, the Contractor shall submit for approval, the vendor's specific technical data with complete information on resin and material composition, physical properties of pipe, and pipe dimensions pertinent to this job. A certificate of "Compliance with Specification" shall also be furnished for all materials to be supplied.

## PART 2 PRODUCTS

### 2.01 MATERIALS AND WORKMANSHIP

#### A. Workmanship:

1. All liner pipe delivered to the job site will be inspected prior to installation for the following:
  - a. Inside surfaces of each pipe section shall be free of bulges, dents, ridges, and other defects that result in a variation of inside diameter of more than 1/8 - inch.
  - b. The interior and exterior surfaces of the pipe shall be completely free from pinholes, cracks, pits, or defects which is detrimental to the intended use of product. No pipe will be installed which has apparent holes or openings which will permit the passage of liquid or gases through the pipe wall.
  - c. Joint sealing surfaces shall be completely free of dents, bumps or other surface irregularities which will affect the proper seals of the joints.
  - d. Factory repairs shall not be permitted.
  - e. On site repairs shall not be permitted. Segments of pipe having cuts or gouges in excess of 5% of the wall thickness shall be cut and removed.

The following materials are approved for installation as a liner pipe in the existing gravity sewer pipe:

#### B. Centrifugally Cast Fiberglass Pipe:

1. Fiberglass Materials: Polyester resin pipe conforming to AWWA C-950, Type 2, Grade 4, Liner D. The pipe shall also meet the stain corrosion resistant requirements of ASTM D-3681 and chemical requirements and joint tightness requirements of ASTM D-3262. Certified test data proving conformance with specifications shall be required from the pipe manufacturer.
2. Fiberglass Pipe:
  - a. General "Hobas"  
Pipe stiffness of 36 psi shall be used. The pipe shall be lined with liner pipe as listed in the table of pipe liner sizes included herein.
  - b. General "Equivalent"  
If equivalent pipe is used, it shall meet all the design and hydraulic conditions obtained by the "Hobas" pipe described above. All necessary calculations and literature shall be submitted to the County prior to approval.
    - 1) Pipe diameter shall be the largest diameter liner pipe available that can be installed into the existing ductile iron pipe. Actual pipe diameter utilized shall be approved by County prior to manufacturing and delivery.
    - 2) Pipe shall be field connected with bell and spigot meeting the performance requirements of ASTM D-3262. An o-ring or profile type

- elastomeric gasket meeting the requirements of ASTM F-477 shall be used to affect a positive leakproof sealing system at each joint.
- 3) The pipe produced shall have a minimum stiffness factor requirement of 36 psi at 5% deflection when tested in accordance with ASTM D-2412.

PIPE WALL THICKNESS AT 36 PSI PIPE STIFFNESS

NOMINAL DIAMETER (inches)	OUTSIDE DIAMETER (inches)	WALL THICKNESS (inches)
18	19.5	0.37
20	21.6	0.40
24	25.8	0.47
30	32.0	0.58
36	38.3	0.69
42	44.5	0.80
48	50.8	0.90

- 4) Length: Pipe shall be furnished in maximum 20 foot lengths.
- 5) Pipes, fittings and special pieces shall be designed to withstand all jacking loads.
- 6) Pipe shall be provided with marks, where appropriate, to ensure complete installation of bell and spigot joints.

C. Filament Wound Fiberglass Pipe:

1. Fiberglass reinforced plastic pipe (FRP) shall be manufactured in accordance with AWWA C-950 and ASTM D-4184. Elastomeric gasket shall meet requirements of ASTM F-477. Pipe shall be equal to FRP as manufactured by Price Brothers Composite Pipe or another manufacturer approved prior to bid opening.
2. Pipe diameter shall be the largest diameter liner pipe available that can be installed into the existing pipe. Actual pipe diameter utilized shall be as shown in the Plans and Specifications.
3. Pipe shall have inverted bell and spigot joints meeting the performance requirements of ASTM D-3262.
4. Pipe shall be furnished in nominal 20 foot lengths.
5. Pipe, fittings and special pieces shall be designed to withstand normal jacking loads.
6. Differential longitudinal movement and rotation shall be considered in joint design. Joint seal shall be completely contained in a spigot groove.
7. Internal or external stiffening ribs or rings will not be allowed.

**2.02 QUALIFICATION TESTING**

- A. Pipe design shall be confirmed prior to fabrication by testing representative specimens of similar manufacture and physical properties. Pipe manufacturer shall perform the following tests, as set forth in AWWA C-950, on samples of pipe manufactured for this project or pipe manufacturer may provide test data on previously conducted tests and certify that such tests are representative of the product being furnished on this project:
1. Hydrostatic leakage test.
  2. Stiffness test.
  3. Hoop tensile strength test.

4. Axial tensile strength test or beam strength test.
5. Joint test of ASTM D-3262.

Certified test results demonstrating compliance shall be furnished to the County.

Pipe shall be field connected with an inverted bell and spigot joint or external sleeve coupling meeting the performance requirements of ASTM D-3262. An elastomeric gasket meeting the requirements of ASTM F-477 shall be used to affect a positive leakproof sealing system at each pipe joint.

B. Polyethylene Sewer Liner Pipe and Fittings:

1. Polyethylene Materials: Pipe and fittings shall be manufactured of a polyethylene resin Type III, Class C, Category 5, Grade P-34 (in accordance with ASTM D-1248) having an average specific base resin density of between 0.941 g/cc and 0.959 g/cc (in accordance with ASTM D-1505) and having an average melt index of between 0.4 g/10 minutes and 0.15 g/cc minutes maximum (in accordance with ASTM D-1238).

The polyethylene resin shall contain antioxidants and be stabilized against ultraviolet degradation to provide protection during processing and subsequent weather exposure.

The polyethylene resin compound shall have a resistance to environmental stress cracking as determined by the procedure detailed in ASTM D-1693, condition B, with sample preparation by procedure C of ASTM D-1928 for not less than 100 hours in 25% solution Iquepal CO-630 before reaching a 50% failure point F (50).

2. Polyethylene Pipe:
  - a. General "Driscopipe". SDR 26 pipe shall be used. The existing pipe shall be lined with liner pipe as listed in the table of pipe liner sizes included herein.
  - b. General "Equivalent". If equivalent pipe is used, it shall meet all the design and hydraulic conditions obtained by the "Driscopipe" described above. All necessary calculations and literature shall be submitted to the County prior to approval.

Sizes of the pipe linings to be used shall be such to restore the flow capacity to at least 95% of its original flow capacity using the maximum size lining that can be inserted into the existing lines. The original flow capacity shall be determined by use of the Manning formula for gravity flow using the diameter and gradients as determined from the Contract Plans, and using a roughness coefficient as shown in Table A. The sliplinings to be used shall be designed to withstand the long-term (50 Years) continuous external hydrostatic pressure, in feet of water head and in no case shall the Standard Dimension Ratio (SDR) exceed 26.0. The pipe manufacturer shall furnish written certification to the County that the proposed pipe and pipe sizes, pipe flows, and design strengths of the proposed materials meet or exceed the provisions in this section. This submittal shall accompany the bid proposal.

All pipe is to be manufactured from virgin materials. No rework compound except that obtained from the manufacturers own production of the same formula shall be used.

Pipe shall be homogeneous throughout, and be free of visible cracks, foreign

materials, blisters other deleterious faults.

TABLE A

<u>Type of Pipe</u>	<u>Manning's N</u>
Vitrified Clay	.013
Concrete	.015
Ductile Iron (old)	.015
Galvanized Iron	.016

- c. Submittal: After receipt of the bid, the successful bidder shall submit to the County for approval and evaluation a sample of the products to be used from the manufacturing source production facility that will meet or exceed the Contract Specifications along with the address of said manufacturer. Approval of the sample shall be required prior to any work on the Project.

All materials shall be supplied by the Contractor and shall be new and free from damage when delivered to the job site and prior to installation; and any defective materials discovered after installation will be removed and replaced at the Contractor's expense.

- d. Properties: The tensile strength, yield strength, elongation, and elastic modulus of the material shall be determined by ASTM D-638 along with the thermal butt fusion joints to assure the joints are stronger than the materials joined for Type III (or the type proposed with properties greater than those of Type III).
- e. Deviations: Any deviations from the above standards will be sufficient grounds to reject the proposal. Materials not meeting (or exceeding) the set standards will be sufficient basis for the rejection of the materials proposed.
- f. Testing: As previously stated, the above required test results shall be submitted according to the ASTM sections. If additional testing is requested, the County will bear the costs of the additional testing unless the materials fall below that which is specified according to the applicable ASTM standards. When the test results show results lower than required in these Specifications and/or in the applicable ASTM standards, the entire cost of testing shall be born by the Contractor.
- e. Delivery and Handling: The Contractor is responsible for making provisions to furnish labor, equipment, materials, and services necessary to order, receive, unload, store, and protect. After Award of Contract, and prior to beginning work, the Contractor shall submit to the County a schedule and location of delivery and storage. The pipe is to be trucked to the site in sections thirty eight feet (38 ft. +/- 2 inches) in length.

Upon delivery, the pipe shall be inspected by the Contractor. Any damaged pipe shall be set aside by the County or his agent who will determine if the pipe shall be accepted or rejected.

The Contractor shall make provisions for pipe storage as close to the job site as practical. The pipe shall be unloaded and placed for storage using suitable hoisting equipment and belt slings for field use.

**PART 3 EXECUTION**

### 3.01 CONSTRUCTION (ALL METHODS)

- A. General: Unless otherwise noted, the sliplining methods listed below are acceptable to the County. Should the Contractor desire to use different methods than described in these Specifications, written permission must be obtained from the County. The finished product is to be of highest quality and shall eliminate any infiltration or corrosion problems which may exist in the system.
- B. Installation Procedures:
1. No down time shall be permitted for the existing sewer line. By-passing as outlined in the following section is permitted. Alternate methods shall be submitted to the County for approval.
  2. By-Passing Existing Flows: The Contractor shall furnish equipment, materials, supplies, labor and all incidentals required to by-pass the sanitary sewer flow such that the sliplining process may be completed. The Contractor shall plug the upstream line and pump the flow to the nearest downstream manhole (or, when approved by the County, to another system all together) per Section 02720. Dumping the existing flow onto private property or streets shall not be allowed. At the end of each day, the Contractor shall make temporary tie-ins such that no service be interrupted overnight. By-passing of existing flows shall be considered an incidental part of this Contract and will not be paid for directly.
  3. Quality Assurance: The Contractor shall submit an experience statement for the design, manufacture, and installation of liner pipe for a similar application, of equal or larger diameter of the pipe included in this Project. As a minimum, the statement shall include length, size of pipe, application, type of joints and fittings installed, along with a list of clients and installation dates for these projects.

Prior to the installation of the liner pipe, the existing pipe shall be thoroughly cleaned and inspected by closed circuit television or visual inspection. The Contractor shall inspect the existing polylining in the ductile iron pipeline and ascertain where the lining is loose, hanging, etc. and may interfere with the sliplining process. Where found, the existing polylining shall be cut free, etc. so as to allow for the free passage of the sliplining pipe. Repair procedure shall be prior approved by the County.

The liner pipe shall be installed to the limits shown on the Drawings by pushing or pulling the liner pipe into the existing pipe with an approved pipe insertion system. It shall be the responsibility of the Contractor to clear the line of obstructions, solids, or dropped joints that prevent the insertion of the liner prior to beginning insertion process.

The pipe shall be guided into the existing pipe through an insertion pit constructed in accordance with these Specifications and the detail drawings. Once the insertion is initiated, the Contractor shall continue to push or pull to completion without interruption. During insertion, precautions should be taken to protect the liner pipe and prevent the rough or ragged edges or broken sewer pipe from scoring the outside of the liner as it is being pushed into the existing sewer pipe.

After insertion, the liner pipe should terminate at the inside face of each manhole or concrete structure and be sealed in accordance with these Specifications.

Also, prior to the sliplining process, a test head pull will be required to insure that proper clearance has been achieved. The Contractor shall use a steel nose cone

- (which is the same size and length as the liner pipe) for the test head pull. This item will be considered an incidental part of this Contract and will not be paid for directly.
4. Excavation: Excavations shall be completed in as small an area as is practical to complete the sliplining process. Excavation and backfill shall be in accordance with Section 02221 and FDOT. When excavating around existing utilities, the Contractor shall be responsible for protecting in place existing utilities. Prior to commencing any excavation operation, the Contractor shall contact the utility owner for the proper location of existing underground services in the areas of excavation. Asphalt and concrete shall be saw-cut to insure smooth joints.

Utility services encountered shall be excavated prior to the sliplining operation of the main pipeline to prevent blockage of the service and potential home damage. Service shall be maintained throughout the project life or until permanent tie-in can be made. At no time will excavations be left open overnight without the expressed written permission from the County. If the excavations are left open, it the Contractor's responsibility to properly barricade and otherwise safely maintain the excavated pit. Proper precautions shall be taken to protect the public, existing facilities, structures, and utilities. Traffic bearing areas, (streets, driveways, parking lots, shall be maintained until such time as they are permanently repaired.

All surface restoration materials, methods and work shall meet or exceed the quality and workmanship of the existing facilities prior to construction, and shall be in accordance with the Florida Department of Transportation and County Standards. Where dewatering is required for any segment of this project, it will be considered an incidental cost and will not be paid for directly. Access pit excavation shall paid for directly as indicated on the bid proposal.

5. Pipe Joining-Polyethylene Liner Pipe Method: Sections of polyethylene liner pipe shall be assembled and joined on the site above ground per Section 02620 in accordance with ASTM D-2657. If the County deems it necessary, the Contractor at his own expense will have a joint tensile test made in accordance with ASTM D-638.

Pipe Insertion: Immediately prior to insertion, the pipe shall be coated with a lubricant as recommended by the pipe manufacturer. Where installing of liner pipe is to be made through an access pit or manholes, the top of the existing main shall be exposed to the spring line of the main for the full length of the excavation shaft prior to removal of a section of the existing main. The insertion pipe with a pulling steel nosed cone head installed on each end shall also be lubricated and pulled into the existing pipe in such a manner as to prevent damage to the existing and new pipe. The heads shall be constructed such that sewage may flow through. The insertion pipe shall be accurately measured for proper length taking into account any thermal expansion or contractions. A power winch shall be connected to the end of the steel nosed cone pulling head so the line can be fed into the existing sewer pipe. Extreme care shall be taken so as not to damage, gouge, scratch or decrease the thickness of the liner pipe so as to not meet the SDR requirements or damage the joints of the liner pipe.

6. Grouting at Manhole Locations and Termination Points Polyethylene and Fiberglass Liners)

- A. Seal space between liner and manhole opening with mortar made with calcium aluminate cement by Lefarge Calcium Aluminates (Sewper Coat) or approved equal. The Contractor

shall apply the grout or employ an approved subcontractor for the application per Manufacturer's specifications.

- B. Filling Annular Space After the pipe liner has been inserted, the annular space between the pipe liner and the existing sewer pipe shall be filled with grout. The grout shall be worked into the annular space to provide an even, solid bedding for the pipe liner as directed and accepted by the County.
- C. Acceptable grout mixtures are tabulated per Table 1.

TABLE 1  
ACCEPTABLE GROUT MIXTURES

	<u>Water</u> <u>gal/sk</u>	<u>Density</u> <u>lb/gal</u>	<u>Yield</u> <u>ft/sk</u>	<u>Consistency</u> <u>Uc*</u>
Compressive Strength - psi 75 F				
<u>Type and Description</u>				
<u>1 day    3 day    28 day</u>				
<u>Type I Cement - Neat</u> 1500    4000    6700	5.2	15.6	1.18	8 - 12
<u>Narrow Annulus Expansive</u> 450    1400    500 50-50 Fly Ash Type I CMT + EXP + WRD	4.4	15.0	1.10	2 - 4
<u>Low Cost Grouts - Cement Only</u> Type I CMT + 2.5% Pregelled Bentonite 145    500    1200	12.7	12.3	2.20	5 - 10
Type I CMT + Econolite-L (0.66 gal/sk) 720    1080    1500	11.3	12.7	2.08	5 - 10
<u>Low Cost Grout with Fly Ash</u> 75-25 Fly Ash - Type I CMT 100    350    2300	4.0	14.9	1.02	8 - 12
87.5-12.5 Fly Ash-Type I CMT + Activators 20    230    2300	4.0	14.7	1.07	15 - 20
<u>Low Cost High Sand Grout</u> Type 1 + 3.4 Parts Sand + 2.5% Pregelled Bentonite 300    750    1120	15.0	16.3	4.42	20 - 40
<u>Normal Strength High Sand Grout</u> 33-67 Fly Ash - Type I CMT 3.5 Port Sand + WRD 1000    2000    4400	6.57	18.6	3.41	20 - 30

Expansive High Strength Grout

Type I CMT	150% Sand + EXP + WRD	5.0	18.5	2.03	10 - 20
5000	1500 10,500				

\*Uc = Units of Consistency. Equivalent to poses viscosity, but not directly related.

CMT = Cement, EXP = Expansive Admixture, WRD - Water reducing dispersant

**PART 4 PRODUCTS**

**4.01 MATERIALS - POLYESTER FELT LINING (INSITUFORM)**

The liner shall consist of polyester fiber felt tube, lined on one side with an impermeable coating and impregnated with a liquid thermo-setting resin. The materials shall be chemically resistant to withstand internal exposure to the corrosive effects of sewage liquids or gases, and solid in the surrounding ground and shall meet or exceed the following standard specifications.

<u>Property</u>	<u>ASTM Test Method</u>	<u>Value</u>
Tensile Stress	D 638	3,000 psi
Flexural Stress	D 790	3,000 psi
Modulus of Elasticity	D 790	300,000 psi

The Contractor shall also comply with all of the manufacturer's standards.

**4.02 SIZING**

The liner shall be fabricated to fit neatly into the circumference of the existing sewer pipe.

The length of the liner shall be that deemed necessary by the Contractor to effectively carry out the insertion and seal the liner at the inlet and outlet points. The Contractor shall verify the lengths in the field before cutting the liner to length. Individual inversion run can be made over one or more access points as determined in the field by the Contractor and approved by the County.

**4.03 THICKNESS DESIGN OF INSITUFORM LINER**

Refer to Table 02 for the design of the wall thickness required for insituform liner based on external pressure and three shape factor considerations. As long as the actual field conditions are within the parameters listed, this single table provides the thickness necessary. If the parameters are not met, the Contractor shall contact the County for an alternate thickness design. The thickness shall be sufficient to bear all live and dead loads encountered.

**4.04 INSTALLATION OF LINE**

The wet liner material shall be inserted through an existing manhole by means of an inversion process and the application of a hydrostatic head sufficient to fully extend the liner to the next designated access point. The impregnated liner materials shall be inserted into the inversion tubes with the impermeable plastic membrane side out. At the lower end of the inversion tube, the liner tube shall be turned inside out and attached to the inversion tube so that a leak proof seal is created.

The inversion head will be adjusted to be of sufficient height to invert the liner to the next access point designated and to hold the liner snug to pipe wall and to produce dimples at side connections and flared ends at the entrance and exit access points. If the use of a lubricant is recommended, such lubricant shall be as approved by INA manufacturer's standards. The INA manufacturer's standards shall be closely followed during the elevated curing temperature so as not to overstress the felt fiber and cause damage or failure of the liner prior to cure. (In certain cases, the Contractor may elect to use a Top Inversion. In this method the liner is pre- inverted to attaching to an elbow at the base of the inversion tube, the liner is attached to a top ring.)

**4.05 LINER CURING**

After inversion is completed, the Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water to the far end of the liner through a hose, which has been perforated per INA manufacturer's recommendations, to uniformly raise the water temperature in the entire liner above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat exchanger circulating water. Thermocouples shall be placed between the liner and invert at near and far access to determine the temperature of the liner and time of exotherm. Water temperature in the line during the cure period shall not be less than 150° or more than 200° F as measured at the heat exchanger return line.

**4.06 COOL-DOWN**

The Contractor shall cool the hardened liner to a temperature below 100° F before relieving the static head in the inversion tube. Cool-down may be accomplished by the introduction of cool water into the inversion tube to replace water being drained from a small hole made in the end of the liner at the at the downstream end. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed liner.

**4.07 FINISH**

The finished lining shall be continuous over the entire length of an insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground to the inside of the lined pipe.

Any defects which will affect, in the foreseeable future the integrity or strength of the linings, shall be repaired at Contractor's expense, in a manner mutually agreed by the County.

**TABLE 02  
SPECIFIED INSITUFORM THICKNESS REQUIRED BASED ON  
EXTERNAL PRESSURE AND THREE SHAPE FACTOR CONSIDERATIONS**

Exist. Thickness	Design Thickness in Inches for 0' to 8.0' Depth	Design Thickness in Inches for 8.1' to 12' Depth	Design Thickness in Inches for 12.1' to 16' Depth	Design Thickness in Inches for 16.1' to 20' Depth	Design Thickness in Inches for 20' to 24' Depth	Design Thickness in Inches for 24.1'to 28' Depth
6"	0.10	0.11	0.12	0.13	0.14	0.14
8"	0.13	0.15	0.16	0.17	0.18	0.19
10"	0.16	0.18	0.20	0.22	0.24	0.24
12"	0.19	0.22	0.24	0.26	0.28	0.29

15"	0.24	0.27	0.30	0.32	0.34	0.36
18"	0.29	0.33	0.36	0.39	0.41	0.43
21"	0.34	0.38	0.42	0.45	0.48	0.51
24"	0.38	0.44	0.48	0.52	0.55	0.58
27"	0.43	0.49	0.54	0.58	0.62	0.65
30"	0.48	0.55	0.60	0.65	0.69	0.72
36"	0.58	0.66	0.72	0.78	0.83	0.87
42"	0.67	0.77	0.84	0.91	0.96	1.01
48"	0.77	0.88	0.96	1.04	1.10	1.16
54"	0.86	0.99	1.08	1.17	1.24	1.30
60"	0.96	1.10	1.21	1.30	1.38	1.45

Table 2 is based on an open channel Insituform pipe subjected to an external static water head equal to the total flowline depth and shape factors of worse condition than an ovality of 2%, a flat in the circumference no greater in width than 20% of the diameter, and no missing segment of pipe greater than angle of 60E on the circumference. The design is based on Insituform pipe with a flexural modulus E of 250,000 psi and long-term behavior being taken into account by using a lower value to allow for creep. NOTE: The table recommends an Insituform thickness based upon the fiberfelt tubes currently manufactured. The thickness of Insituform after curing is dependent upon the condition of the pipe and the resin used. Fractured pipe and open joints draw off resin and can yield a lesser finished thickness.

**NOTE: THIS TABLE IS FOR PIPE LINES THAT ARE NOT FULLY DETERIORATED WHERE THE DESIGN THICKNESS WAS CALCULATED WITH THE GROUNDWATER SURFACE EQUAL TO THE EXISTING GRADE.**

#### 4.08 SEALING LINER AT THE ENDS

If due to broken or misaligned pipe at the access point, the joint fails to make a tight seal, the Contractor shall apply a seal at the point. The seal shall be of a resin mixture compatible with the liner.

#### 4.09 TV TAPES OF SEWERS

The Contractor will be required to provide, before and after, TV records of the pipe interior.

#### 4.10 CLEANING AND OBSTACLE REMOVAL

- A. Cleaning: The Contractor shall be required to clean the existing lines to remove all sand and rubble that may inhibit insituform operation. The Contractor will not be allowed to proceed with the insituform operation until the County is satisfied that the cleaning operation has been done satisfactorily and test head pulling will not be required.
- B. Obstacle Removal: Should the removal of an obstruction require excavating to expose the pipe to permit opening of the pipe, obstacle removal and pipe repair, all applicable requirements of all articles to these Specifications shall be adhered to by the Contractor and County. Excavation for each obstacle shall be limited to the distance of twenty-five (25) linear feet along the existing sewer (i.e. fifty (50) feet, two (2) obstacles, etc.).
- C. Service Connections (If Applicable): After Insituform has been secured in place, the installer shall reconnect the existing active service connections as directed by the County. This shall generally be done without excavation, and in the case of non-man entry pipes, from the interior of the pipeline by means of a television camera and a cutting device that re-establishes them to not less than 85 percent capacity.

END OF SECTION

## SECTION T02627 SANITARY SEWER MANHOLE REHABILITATION

### PART 1 GENERAL

#### 1.01 DESCRIPTION

- A. This specification consists of all work, materials, labor and equipment required for manhole rehabilitation for the purpose of eliminating infiltration and exfiltration, providing corrosion protection, adjusting final grade of manhole top, repair of voids and restoration of the structural integrity of the manhole. All such work shall comply with these Specifications and the specific product manufacturer's recommendations. Any conflict between the product manufacturer's recommendations and any portion of the Contract Documents shall be resolved prior to beginning the work.

#### 1.02 PRODUCT AND MANUFACTURER QUALIFICATION REQUIREMENTS

- A. Since sewer products are intended to have a 50 year design life, and in order to minimize the County's risk, only proven products with substantial successful long term track records will be allowed. At a minimum, products and installers must meet all of the following criteria to be deemed commercially acceptable:
1. For a Product to be considered commercially acceptable, the product must have a minimum of two (2) million square feet and ten (10) year history of successful wastewater collection system installations in the United States. In addition, products must provide Third Party Test Results supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the Owner. No product will be allowed without Independent Third Party Testing verification.
  2. For an installing Contractor to be considered commercially acceptable, the installer must have a certification from the manufacturer as a licensed and fully trained installer of the product. The installer must also have a minimum of one (1) million square feet of successful wastewater collection system installations on underground concrete/masonry structures and ten (10) years of rehabilitation experience.

#### 1.03 SUBMITTALS:

- A. Product
1. Technical data sheets showing the physical and chemical properties.
  2. Material Safety Data Sheets (MSDS).
  3. Third Party Testing results.
  4. Verification of minimum installation requirements set forth in section 1.02.A.1 above.
- B. Installer
1. Verification of "certified applicator" status.
  2. Verification of minimum installation requirements set forth in section 1.02.A.2 above.
- C. Written certification from the product manufacturer that each of the proposed rehabilitation products is compatible with each other.
- D. Submit with Each Project:
1. Description, layout, and application sequencing plan.

2. Rehabilitation system application requirements including material handling and storage requirements, mixing and proportioning requirements (as applicable), maximum pot life, film/coating thickness, curing, testing and certification requirements of all rehabilitation materials. Product Material Safety Data Sheets.
3. Detailed instructions and methodology for finishing all pipe and manhole connections to rehabilitated manholes to prevent infiltration and exfiltration.
4. Wastewater Flow Control/Bypassing Plan.
5. Confined Space Entry Plan/Permit.
6. Plan for capturing extraneous debris during rehabilitation processes and debris disposal.

#### **1.04 MATERIALS**

- A. Refer to the latest Manatee County Public Works Utility Standards Section 12 Precast Concrete Manholes and Wetwells for material requirements and details.

##### **1.04.1 CEMENTITIOUS MORTAR**

- A. Mortar shall be made of one part Portland cement and two parts clean sharp sand. Cement shall be Type 1 and shall conform to ASTM C 150. Sand shall meet the requirements of ASTM C 144.

##### **1.04.2 PATCHING MATERIAL**

- A. A quick setting fiber reinforced cementitious material shall be used as a patching material and is to be mixed and applied according to manufacturer's recommendations.

##### **1.04.3 HYDRAULIC CEMENT**

- A. A rapid setting, high-early-strength, cementitious product specifically formulated for leak control shall be used to stop water infiltration. The material shall be mixed and applied according to the manufacturer's recommendations.

##### **1.04.4 CHEMICAL GROUT**

- A. A chemical grout shall be used for stopping very active infiltration and filling voids.

##### **1.04.5 LINER MATERIAL**

###### **A. CEMENTITIOUS MATERIAL**

1. Cementitious liner products shall be used to form a structural monolithic liner covering all interior manhole surfaces and shall have the following minimum requirements:
  - a. Compressive Strength (ASTM C109): 7,000 psi, 28days
  - b. Tensile Strength (ASTM C496): 700 psi, 28 days
  - c. Flexural Strength (ASTM C293): 1,300 psi, 28 days
  - d. Shrinkage (ASTM C596): 0.02% at 28 days
  - e. Minimum Bond (ASTM C952): 200 psi, 28 days
2. Refer to Section 09920 Sewpercoat Surface System of the specifications.

When used as the final rehabilitation liner material (no epoxy liner), product shall be made with calcium aluminate cement. Calcium aluminate is not required when the

cementitious liner is used as the underlayment for a protective coating liner application.

**B. PROTECTIVE COATING LINER MATERIAL**

1. The protective coating liner is to be applied where corrosion is anticipated. The protective coating liner material shall be applied over the completed cementitious liner material (without the calcium aluminate). The liner shall be spray applied or spin cast. The manufacturer of the selected protective coating liner material shall approve in writing that their protective coating liner is compatible with cementitious repair and liner material.
2. The protective coating liner material shall conform to Section 09970 Surface Protection Spray Systems of the specifications.

**C. WATER**

1. Water shall be clean and potable.

**1.04.6 INTERNAL MANHOLE CHIMNEY SEAL MATERIAL**

A. An aromatic urethane rubber material or flexible epoxy mastic used to prevent leakage of water into the manhole through the frame joint area and the area above the manhole cone and shall have the following minimum requirements:

1. Elongation (ASTM D412): 600%
2. Tensile Strength (ASTM D412): 1,150 psi
3. Adhesive Strength (ASTM D903): 175 lb. /in.
4. Tear Resistance (ASTM D1004): 155 lb. /in.

The seal shall extend from the inside of the manhole frame down to the cone or corbel of the manhole.

**1.04.7 EXTERNAL MANHOLE SEAL WRAP**

A. External Manhole Seal Wrap: When work consists of adjusting manholes or cone replacements, an external seal wrap shall be installed to the outside of concrete risers, steel risers and joints of the precast manhole in order to eliminate infiltration. The external seal wrap shall conform with Manatee County Public Works Department Utility Standards Section 12 and be installed in accordance with the details of the Contract Documents and the manufacturer's recommendations.

**1.05 PREPARATION**

- A. Perform traffic control in accordance with the approved traffic control submittal.
- B. Store materials in accordance with manufacturer's recommendations.
- C. Schedule and perform the work in a manner that does not cause or contribute to overflows or spills of sewage from the sewer system.
- D. Install devices to prevent extraneous material from entering the sewer system and to prevent upstream line from flooding the manhole. If extraneous material or debris falls into a "live" manhole during adjustment operations, the Contractor shall remove debris at no cost to the Owner.

- E. Dispose of wastes in accordance with applicable regulations.
- F. Schedule and perform any bypass pumping that will be necessary to properly rehabilitate the manhole.
- G. If present in the manhole, Contractor shall remove all access steps. Removal shall consist of neatly cutting steps flush with the wall prior to any lining installation. Contractor shall be responsible for proper disposal of steps.
- H. For manholes that are located within pavement areas and require resetting or replacement of concrete riser rings, cones, and /or frames, the Contractor shall sawcut, remove, and replace a 6 ft. x 6 ft. square or round section of pavement and base for rehabilitation operations. Costs for removal and replacement of pavement and base beyond these limits shall be borne by the Contractor.

## **1.06 INSTALLATION**

- A. Prior to any lining all other miscellaneous work must be complete.
- B. Prior to man entry into any structure to be rehabilitated, proper ventilation and strict confined space OSHA regulations shall be followed. Failure to do so shall be grounds for removal from the project.

### **1.06.1 CONE REPLACEMENT**

- A. The Contractor shall replace existing deteriorated manhole cone section with new precast concrete cone section. A preformed rubber gasket shall be placed in all keyways between existing manhole riser section and cone joints. Prior to backfilling, rubber external seal wraps shall be applied to the cone and manhole section joint, riser rings and frame in accordance with Manatee County Public Works Department Utility Standards. If the existing manhole is of brick construction, the cone shall be set in a full bed of mortar on the top course of bricks.

### **1.06.2 RISER RINGS**

- A. The Contractor shall replace existing, deteriorated riser rings with new precast concrete riser rings. All manholes designated to receive casting adjustment and/or alignment shall be adjusted to meet existing finished grade unless an alternative elevation is specified. A cementitious mortar shall be placed in between individual precast concrete riser rings, and precast concrete riser ring and cone joints. The mortar shall be struck smooth with the interior surface of the manhole and floated with a sponge float to a surface profile of 8-10 mils. Prior to backfilling, rubber external seal wraps shall be applied to the cone and manhole section joint, riser rings and frame in accordance with Manatee County Public Works Department Utility Standards.

### **1.06.3 MANHOLE FRAME AND COVER**

- A. Existing frames and covers which must be removed to facilitate manhole rehabilitation, riser reconstruction, and/or casting alignment or grade adjustments shall be salvaged, cleaned and given two coats of an approved bituminous coating by the Contractor for replacement unless determined to be defective by County. If manhole frame and/or cover are determined to be defective, Contractor shall replace with new frame and/or cover. Replacement frames and/or covers shall be furnished and installed in accordance with the Contract Documents.

Frames shall be set in full mortar bed. The mortar shall be struck smooth with the interior surface of the manhole and floated with a sponge float to a surface profile of 8-10 mils.

#### **1.06.3.A MANHOLE FRAME AND COVER ADJUSTMENT RINGS**

- A. Existing manhole covers, which must be adjusted to existing or new pavement surfaces, shall be adjusted by modifying the existing precast concrete adjustment rings to bring the entire existing ring and cover to grade.
- B. No manhole cover adjustment rings shall be allowed.

#### **1.06.4 CEMENTITIOUS LINER**

- A. Active leaks shall be stopped using hydraulic cement or chemical grout as necessary. Installation shall be in accordance with the manufacturer's recommendations.
- B. All manholes to be lined shall be cleaned and scarified with a minimum of 5,000 psi water jet at a minimum water temperature of 180 degrees F. The water jet shall hit the manhole wall surface at as near perpendicular angle as possible. Cleaning the manhole walls from the ground surface without the appropriate angled nozzles will not be accepted. Manhole surface build-up of debris and loose manhole construction materials shall be removed during the cleaning process.
- C. The intent of the surface preparation and cleaning work is to remove debris, films (oil, greases, etc or unsound, deteriorated concrete and to provide a structurally sound, clean surface that will enable lining materials to bond to the original substrate at adhesion strengths of that specified herein, a substrate pH of 8.3 is the minimum pH that will be considered acceptable to demonstrate that the surface preparation and cleaning have been properly performed.
- D. Additional aggressive surface preparation and cleaning methods may be necessary to remove carbonated cementitious lining concrete or contaminants that remain after the cleaning performed as described above. The Contractor shall test the pH of the cleaned manhole interior surface at various locations of the manhole and when the results indicate a pH less than 8.3 then additional surface preparations and cleaning will be required. As a minimum level of effort the Contractor shall either dry sand blasting or pneumatic jackhammering with a bushing bit followed by a minimum 5,000 psi water blast.
- E. Any bench, invert or service line repairs shall be made at this time using quick setting grout or repair mortar per the manufacturer's recommendations.
- F. Invert repair shall be performed on all inverts with visible damage or where infiltration is present. After blocking flow through the manhole and thoroughly cleaning the invert, quick setting patch material shall be applied to the invert in an expeditious manner. The finished invert surfaces shall have a smooth surface and form a continuous monolithic conduit with the sewer pipe entering and leaving the manhole. The bench and invert shall form a watertight seal with the manhole walls, base and pipe seal.
- G. Wastewater flow shall be controlled by methods which prevent contact with the new bench and invert for 6-8 hours after mortar placement. If 6-8 hours set time is not possible, a fast setting, high early strength mortar shall be used with provisions for flow control until concrete has set.

- H. Fill all cracks, holes and joints that have voids using non-shrink grouts in accordance with the manufacturer's recommendations.
- I. Apply Cementitious Liner Material per the Manufacturer's recommendations. Apply Cementitious Liner material so that the final thickness is 0.5-inch minimum or per the thickness required by the manufacturer's minimum specification, whichever is greater. The material shall start at the bottom of the manhole frame and extend to the water level of the invert.
- J. Finishing: Trowel the surface of the liner to create a uniform smooth finish. Caution shall be taken to prevent over working the material. Once the initial cure has taken place, the exposed surface area should be given a broom finish. Thickness may be verified at any point with a wet gage.
- K. If the cementitious lining material is not immediately coated with a protective coating liner, apply a seal coat compatible with the repair material to aid in curing and minimize recontamination of the substrate prior to application of the protective coating liner material.

#### **1.06.5 PROTECTIVE COATING LINER**

- A. Prior to any protective coating lining perform all work shown in Section 1.06.4 above.
- B. Remove any curing compounds, sealers or contaminates prior to protective coating lining.
- C. Apply protective coating lining material in accordance with the manufacturer's recommendations over the waterproofing/structural repair material shown in Section 1.06.4.
- D. Apply protective coating lining material to all internal surface area of the structure.
- E. Apply protective coating lining material in accordance to Section 09970 Surface Protection Spray System of the specifications.

#### **1.06.6 INTERNAL MANHOLE CHINMEY SEALANT**

- A. Perform all work shown in Sections 1.06.4 and 1.06.5 (if 1.06.5 is required) prior to any Internal Manhole Chimney Sealant.
- B. Clean all contaminates from manhole frame by sandblasting or mechanical methods as recommended by the chimney sealant manufacturer.
- C. Install Internal Manhole Chimney Sealant in accordance with the manufacturer's recommendations. The Contractor shall contact the manufacture for thickness recommendations however; the final liner material shall be made no less than 170 mils.

#### **1.06.7 EXTERNAL MANHOLE SEAL WRAP**

- A. When Work consists of adjusting sewer manholes or cone replacement, an external seal wrap shall be installed to the outside of concrete risers, steel risers and joints of the precast manhole in order to eliminate infiltration. Frame and cover shall be completely coated prior to installation of the external seal wrap. The external seal wrap shall be installed in accordance with the details of the Contract Documents and the manufacturer's recommendations.

### **1.06.8 MANHOLE INSERT**

- A. If existing manhole is not equipped with a watertight manhole insert, Contractor shall furnish and install a new manhole insert per Manatee County Public Works Utility Standards Section 12 and in accordance with the manufacturer's recommendations.
- B. If existing manhole is equipped with a watertight manhole insert to prevent intrusion of storm water, the insert shall be cleaned and reinstalled by the Contractor, unless determined to be defective by the County. If insert is determined to be defective, Contractor shall furnish a new watertight manhole insert and install in accordance with manufacturer's recommendations at the completion of manhole rehabilitation operations.

### **1.07 TESTING**

- A. After completion of any rehabilitation operation and prior to backfilling (if required), the Contractor shall conduct the following tests on the manholes:
  - 1. Visual Inspection: The County and Contractor shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired.
- B. If a protective coating liner is applied, the following additional tests will be required:
  - 1. Wet Film Thickness Gage: During application a wet film thickness gage, meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used to ensure a monolithic coating and uniform thickness during application.

### **1.08 WARRANTY**

- A. The Contractor shall guaranteed the work to be free of defects in materials and workmanship for five-year period, unless otherwise stated, after completion and acceptance of the work. The Contractor shall repair defects in materials or workmanship, which may develop during the warranty period; and any damage to other work caused by such defects or discovered within the same period at no additional cost to the County.

#### **1.08.1 WARRANTY INSPECTIONS**

- A. Conduct visual inspection prior to expiration of warranty to determine integrity of rehabilitation materials and water-tightness.
  - 1. Complete post inspection during first high groundwater period (spring or fall) following acceptance of work.
  - 2. Contractor should accompany County on inspections.
  - 3. Inspect a minimum of 25 percent of the manholes rehabilitated at locations selected by County.
    - a. Infiltration and Inflow: None
    - b. Structural Repair: Sound
    - c. If more than one manhole fails warranty inspection, inspect all manholes with similar characteristics.
    - d. Repair defects in accordance with Warranty.

**END OF SECTION**

## SECTION T02640 VALVES AND APPURTENANCES

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required and install complete and ready for operation all valves and appurtenances as shown on the Drawings and as specified herein.
- B. All of the types of valves and appurtenances shall be products of well established reputable firms who are fully experienced and qualified in the manufacture of the particular equipment to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these standards as applicable. Valves used in waterworks applications shall comply with Section 8 of NSF Standard 61 for mechanical devices.
- C. All of the equipment and materials specified herein are intended to be standard for use in controlling the flow of potable water, reclaimed water, wastewater, etc., depending on the applications.
- D. All valves and appurtenances shall be of the size shown on the drawings and, to the extent possible, all equipment of the same type on the project shall be from a single manufacturer.
- E. All valves and appurtenances shall have the name of the manufacturer, year of the valve and the working pressure for which they are designed cast in raised letters upon some visible part of the body.
- F. Special tools, if required for the normal operation or maintenance, shall be supplied with the equipment.
- G. All hand actuated buried valves shall have three-piece adjustable valve boxes and 2-inch square AWWA operating nuts. Provide stainless steel extension stems and alignment rings where needed to bring the operating nut to within 4 feet below the box lid.
- H. Water and reclaimed water system isolation valves shall be gate valves for sizes 2-inch through 12-inch and shall be butterfly valves for sizes 16-inch and larger.
- I. Isolation valves for sewer force main pipelines shall be gate valves, unless otherwise noted on the plans. Tapping valves shall be used for tapping force mains. Plug valves shall be full port, have a 100% circular cross section, and must have prior written authorization from the County for use.
- J. Valves shall open when turning the operating nut or wheel counterclockwise and shall close when turning clockwise.
- K. All bonnet bolts, gland bolts, flange connection bolts, nuts, washers, and other trim hardware exposed to the outside environment shall be stainless steel. Thrust collar tie-rod bolts shall be stainless steel. All MJ-type underground bolts, nuts, and washers shall be COR-TEN or stainless steel.
- L. All valves shall have a factory applied, holiday free, fusion bonded epoxy coating on the interior and exterior unless otherwise noted in the plans or the following specification. All

other painted items exposed to sunlight, including field painted box lids, etc., shall be painted the appropriate color with an epoxy type paint.

- M. No valves with a break-way stem shall be allowed.
- N. The equipment shall include, but not be limited to, the following:
  - 1. Gate valves (Sec. 2.01)
  - 2. Combination Pressure Reducing and Pressure Sustaining with Check Valves Option (Sec. 2.02)
  - 3. Ball Valves (Sec. 2.03)
  - 4. Butterfly Valves (Sec. 2.04)
  - 5. Plug Valves (Sec. 2.05)
  - 6. Valve Actuators (Sec. 2.06)
  - 7. Air Release Valves (Sec. 2.07)
  - 8. Valves Boxes (Sec. 2.08)
  - 9. Corporation Stops and Saddles (Sec. 2.09)
  - 10. Flange Adapters and Plain End Couplings (Sec. 2.10)
  - 11. Hose Bibs (Sec. 2.11)
  - 12. Swing Check Valves (Sec. 2.12)
  - 13. Hydrants (Sec. 2.13)
  - 14. Restrained Joints (Sec. 2.14)
  - 15. Tapping Sleeves and Tapping Valves (Sec. 2.15)
  - 16. Tracer Wire Boxes (Sec. 2.16)

## **1.02 SUBMITTALS**

- A. Submit to the County within 30 days after execution of the contract a list of materials to be furnished, the names of the suppliers and the date of delivery of materials to the site.
- B. Complete shop drawings of all valves and appurtenances shall be submitted to the County for approval in accordance with the Specifications.

## **1.03 TOOLS**

Special tools, if required for normal operation and maintenance shall be supplied with the equipment.

## **PART 2 PRODUCTS**

### **2.01 GATE VALVES**

- A. Where indicated on the drawings or necessary due to locations, size, or inaccessibility, chain wheel operators shall be furnished with the valves. Such operators shall be designed with adequate strength for the valves with which they are supplied and provide for easy operation of the valve. Chains for valve operators shall be galvanized.
- B. Gate valves installed underground shall be provided with a box cast in a concrete pad and a box cover. Stainless steel or equivalent valve extension stems shall be provided to place the valve operating nut no more than 4 feet deep. One valve wrench, 6 feet in length, shall be provided for every 15 valves installed.

- C. Gate valves 2 inches to 14 inches in diameter shall be resilient seated, manufactured to meet or exceed the requirements of AWWA C509 or AWWA C515 and shall be UL listed and FM approved where applicable. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.
- D. The valves shall have a non-rising stainless steel stem to eliminate lead content. All bolts, nuts and washers shall be stainless steel to eliminate exterior corrosion and maintain fastener strength. Manufacturer shall use Never-Seez or equivalent during assembly of bolt and nut sets to prevent galling of similar metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the thrust collar. Valves that are located above grade and located in valve vaults shall be OS&Y with flanged joints.
- E. The wedge shall be ductile iron fully encapsulated with an EPDM rubber. The Elastomer type shall be permanently indicated on the disc or body of the valve. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.
- F. The valve body, bonnet, and bonnet cover shall meet or exceed all the requirements of AWWA C515.
- G. Valves meeting AWWA C515 requirements shall be rated for an operating pressure of 250 psi and shall be tested in accordance with AWWA C515.
- H. The valves are to have 2-inch cast or ductile iron AWWA operating nuts and shall open left or counterclockwise.
- I. The valves shall be covered by a Manufacturer's 10 year warranty on manufacturer's defects and reasonable labor costs for replacement. Warranty shall become effective from the date of purchase by the end user and delivered within 30 days from the receipt of the purchase order. For publicly owned and maintained utilities, the end user is Manatee County Government.
- J. Gate valves shall be assembled and tested in a certified ISO 9001:2000 manufacturing facility within the United States and provide their certification of meeting internationally recognized quality control procedures.

**2.02 COMBINATION PRESSURE REDUCING & PRESSURE SUSTAINING WITH CHECK VALVE OPTION**

- A. Pressure sustaining and check valve shall be pilot operated diaphragm actuated valve with cast iron body, bronze trim, and 125-pound flanged ends. The valve shall be hydraulically operated, diaphragm type globe valve. The main valve shall have a single removable seat and a resilient disc, of rectangular cross section, surrounded on three and a half sides. No external packing glands are permitted and there shall be no pistons operating the main valve or any controls. The valve shall be equipped with isolation valves to service the pilot system while permitting flow if necessary. Main valve and all pilot controls shall be manufactured in the United States of America. Valve shall be single chamber type, with stainless steel stem.
- B. Valve shall automatically reduce pressure for the downstream distribution network and sustain a minimum pressure in the high pressure main regardless of distribution demand, and as an option, shall also close when a pressure reversal occurs for check valve operations. The pilot system shall consist of two direct acting, adjustable, spring loaded diaphragm valves.

- C. Valve shall be cast iron or ductile iron with main valve trim of brass and bronze. The pilot control valves shall be cast brass with 303 stainless steel trim. Valve shall be similar in all respects to Cla-Val Company, Model 92-01 or a similar control valve such as Bernad Model 723, GA Industries Model 4700 or an approved equal.

**2.03 BALL VALVES**

- A. Ball valves for water and reclaimed water, in sizes 3/4-inch through 2-inch, shall be brass body, stem and ball per ASTM B 62, alloy 85-5-5-5, full port, full flow, 1/4-turn check, ball curb valves, rated for 300 psi, Mueller 300 (as specified in the table below), Ford B-Series, or approved equal, with compression, pack joint, flare, threaded or flanged ends as required. Ball valves for wastewater, 2-inch through 3-inch, shall be 316 stainless steel body, cap, stem and ball per ASTM A351, full port, full flow, 1/4-turn check, ball valves, steam rated for 150 psi, pressure rating 1,000 psi CWT, Apollo 76F or approved equal, with threaded or flanged ends as required.

**Curb Stops for Water and Reclaimed Water**

Pipe Material	Type of Connection	Model
HDPE	Compression x FIP	B-25170 *
HDPE	Pack Joint x FIP	P-25170 *
Copper	Compression x FIP	B-25170
Copper	Flare x FIP	B-25166
Stainless Steel	FIP x FIP Thread	B-20200
* Insert required, part number per manufacturer product information		

- B. All valves shall be mounted in such a position that valve position indicators are plainly visible. Above grade ball valves shall have a vinyl coated lever handle. Lever handle, handle nut, and lever packing gland shall be 304 or 316 stainless steel.
- C. Potable plastic service pipe material and compression and pack joint connectors shall not be used in soil that is contaminated with low molecular-weight petroleum products, aromatic hydrocarbons, chlorinated hydrocarbons or organic solvents. Appropriate service tubing shall apply.

**2.04 BUTTERFLY VALVES**

- A. Butterfly valves shall conform to AWWA C504, Class 250 B, Mueller Lineseal XP11, DeZurik AWWA, Pratt HP-25011, or an approved equal.
- B. Valve seats shall be an EPDM elastomer. Valve seats 24 inches and larger shall be field adjustable and replaceable without dismounting operator disc or shaft and without removing the valve from the line. Valves 20 inches and smaller shall have bonded or mechanically restrained seats as outlined in AWWA C504.
- C. All valves shall be subject to hydrostatic and leakage tests at the point of manufacture. The hydrostatic test for Class 250 valves shall be performed with an internal hydrostatic pressure equal to 500 psi applied to the inside of the valve body of each valve. During the hydrostatic test, there shall be no leakage through the metal, the end joints or the valve shaft seal. The leakage test for the Class 250 valves shall be performed at a differential pressure of 250 psi

and against both sides of the valve. No adjustment of the valve disc shall be necessary after pressure test for normal operation of valve. All valves shall be leaktight in both directions.

- D. Butterfly valve actuators shall conform to AWWA C504. Gearing for the actuators shall be totally enclosed in a gear case. Actuators shall be capable of seating and unseating the disc against the full design pressure and shall transmit a minimum torque to the valve. Actuators shall be rigidly attached to the valve body.
- E. The valve shaft shall be constructed of 18-8, ASTM A-276, Type 304 stainless steel and designed for both torsional and shearing stresses when the valve is operated under its greatest dynamic or seating torque. Shaft shall be of either a one piece unit extending full size through the valve disc and valve bearing or it may be of a stub shaft design. Shaft bearings shall be teflon or nylon, self-lubricated type.
- F. Gearing for the operators shall be totally enclosed in a gear case in accordance with paragraph 3.8.3 of the above mentioned AWWA Standard Specification.
- G. Operators shall be capable of seating and unseating the disc against the full design pressure of velocity, as specified for each class, into a dry system downstream and shall transmit a minimum torque to the valve. Operators shall be rigidly attached to the valve body.
- H. The manufacturer shall certify that the required tests on the various materials and on the completed valves have been satisfactory and that the valves conform with all requirements of this Specification and the AWWA standard.
- I. Where indicated on the Drawings, extension stems, floor stands, couplings, stem guides, and floor boxes as required shall be furnished and installed.

## **2.05 PLUG VALVES**

- A. Plug valves shall be eccentric, non-lubricating type with integral plug and shafts and shall be furnished with end connections and with actuating mechanisms as called for on the construction plans or as otherwise required. Valves shall seal bubble-tight or water drop-tight in both directions when tested according to the Leakage Test method of AWWA C504 with a hydrostatic pressure of 150 psi.
- B. Plug valves shall also be subjected to the internal, full body Hydrostatic Test of AWWA C504 at a pressure two times the rated pressure or a minimum pressure of 300 psi, whichever is greater. During the test, there shall be no leakage through the metal, or through the end joints or shaft seal, nor shall any part of the valve be deformed. Plug valves shall be Kennedy or Dezurik.
- C. Flanged valve ends shall be faced and drilled according to ANSI B 16.1, Class 125. Mechanical joint valve ends shall conform to AWWA C111. Threaded ends shall conform to the NPT requirements of ANSI B1.20.1.
- D. The plug valve body, bonnet and gland shall be ductile iron per ASTM A 126, Class B. The integral plug and shafts shall be cast iron ASTM A 126, Class B, or 316 stainless steel. The entire plug, except for the shafts, shall be covered with nitrile (Buna N) rubber. The rubber compound shall have been vulcanized to the metal plug and shall have a peel strength of not less than 75 pounds per inch when tested according to ASTM D 429, method B. The

valve seat shall be at least 90 percent pure nickel, welded-in overlay into the cast iron body. The top and bottom bearings shall be 316 stainless steel.

- E. Plug valves shall have a full port area of 100 percent of the nominal pipe size area.
- F. Valves shall have worm gear type actuators with 2-inch square operating nuts.
- G. Plug valves shall be installed side-ways with plug shaft horizontal so that the plug rotates upward when it opens, with the flow entering the seat end of the valve.
- H. Plug valves shall be coated inside with Protecto 401 or amine-cured novolac ceramic epoxy or another two-part epoxy suitable for sanitary sewer service which has been approved by Manatee County.

## 2.06 VALVE ACTUATORS

- A. Butterfly valve and plug valve actuators.

Butterfly valve and plug valve actuators shall conform to the requirements for actuators presented in AWWA C 504 and shall be either manual or motor operated. Actuators shall be capable of seating and unseating the disc against the full design pressure and velocity, as specified for each class, into a dry system downstream, and shall transmit a minimum torque to the valve. Actuators shall be rigidly attached to the valve body.

- B. Manual Actuators.

Manual actuators shall have permanently lubricated, totally enclosed gearing with handwheel and gear ratio sized on the basis of actual line pressure and velocities. Actuators shall be equipped with handwheel, position indicator, and mechanical stop-limiting locking devices to prevent over travel of the disc in the open and closed positions. They shall turn counter-clockwise to open valves. Manual actuators shall be of the traveling nut, self-locking type or of the worm gear type and shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering. Valves located above grade shall have handwheel and position indicator, and valves located below grade shall be equipped with a 2-inch square AWWA operating nut located at ground level and cast iron extension type valve box.

- C. Motor Actuators (Modulating)

- (1) The motor actuated valve controller shall include the motor, actuator unit gearing, limit switch gearing, limit switches, position transmitter which shall transmit a 4-20 mA DC signal, control power transformer, electronic controller which will position the valve based on a remote 4-20 milliamp signal, torque switches, bored and key-wayed drive sleeve for non-rising stem valves, declutch lever and auxiliary handwheel as a self-contained unit.
- (2) The motor shall be specifically designed for valve actuator service using 480 volt, 60 Hertz, three phase power as shown, on the electrical drawings. The motor shall be sized to provide an output torque and shall be the totally enclosed, non-ventilated type. The power gearing shall consist of helical gears fabricated from heat treated alloy steel forming the first stage of reduction. The second reduction stage shall be a single stage worm gear. The worm shall be of alloy steel with carburized threads hardened and ground for high efficiency. The worm gear shall be of high tensile strength bronze with

hobbed teeth. All power gearing shall be grease lubricated. Ball or roller bearings shall be used throughout. Preference will be given to units having a minimum number of gears and moving parts. Spur gear reduction shall be provided as required.

- (3) Limit switches and gearing shall be an integral part of the valve control. The limit switch gearing shall be made of bronze and shall be grease lubricated, intermittent type and totally enclosed to prevent dirt and foreign matter from entering the gear train. Limit switches shall be of the adjustable type capable of being adjusted to trip at any point between fully opened valve and fully closed valve.
- (4) The speed of the actuator shall be the responsibility of the system supplier with regard to hydraulic requirements and response compatibility with other components within the control loop. Each valve controller shall be provided with a minimum of two rotor type gear limit switches, one for opening and one for closing. The rotor type gear limit switch shall have two normally open and two normally closed contacts per rotor. Gear limit switches must be geared to the driving mechanism and in step at all times whether in motor or manual operation. Provision shall be made for two additional rotors as described above, each to have two normally open and two normally closed contacts. Each valve controller shall be equipped with a double torque switch. The torque switch shall be adjustable and will be responsive to load encountered in either direction of travel. It shall operate during the complete cycle without auxiliary relays or devices to protect the valve, should excessive load be met by obstructions in either direction of travel. The torque switch shall be provided with double-pole contacts.
- (5) A permanently mounted handwheel shall be provided for manual operation. The handwheel shall not rotate during electric operations, but must be responsive to manual operation at all times except when being electrically operated. The motor shall not rotate during hand operation nor shall a fused motor prevent manual operation. When in manual operating position, the unit will remain in this position until motor is energized at which time the valve operator will automatically return to electric operation and shall remain in motor position until handwheel operation is desired. This movement from motor operation to handwheel operation shall be accomplished by a positive declutching lever which will disengage the motor and motor gearing mechanically, but not electrically. Hand operation must be reasonably fast. It shall be impossible to place the unit in manual operation when the motor is running. The gear limit switches and torque switches shall be housed in a single easily accessible compartment integral with the power compartment of the valve control. All wiring shall be accessible through this compartment. Stepping motor drives will not be acceptable.
- (6) The motor with its control module must be capable of continuously modulating over its entire range without interruption by heat protection devices. The system, including the operator and control module must be able to function, without override protection of any kind, down to zero dead zone.
- (7) All units shall have strip heaters in both the motor and limit switch compartments.
- (8) The actuator shall be equipped with open-stop-close push buttons, an auto-manual selector switch, and indicating lights, all mounted on the actuator or on a separate locally mounted power control station.
- (9) The electronics for the electric operator shall be protected against temporary submergence.

- (10) Actuators shall be Limitorque L120 with Modutronic Control System containing a position transmitter with a 4-20MA output signal or equal.

D. Motor Actuators (Open-Close)

- (1) The electronic motor-driven valve actuator shall include the motor, actuator gearing, limit switch gearing, limit switches, torque switches, fully machined drive sleeve, declutch lever, and auxiliary handwheel as a self-contained unit.
- (2) The motor shall be specifically designed for valve actuator service and shall be of high torque totally enclosed, nonventilated construction, with motor leads brought into the limit switch compartment without having external piping or conduit box.
- (3) The motor shall be of sufficient size to open or close the valve against maximum differential pressure when voltage to motor terminals is 10% above or below nominal voltage.
- (4) The motor shall be prelubricated and all bearings shall be of the anti-friction type.
- (5) The power gearing shall consist of helical gears fabricated from heat treated steel and worm gearing. The worm shall be carburized and hardened alloy steel with the threads ground after heat treating. The worm gear shall be of alloy bronze accurately cut with a hobbing machine. All power gearing shall be grease lubricated. Ball or roller bearings shall be used throughout.
- (6) Limit switches and gearing shall be an integral part of the valve actuator. The switches shall be of the adjustable rotor type capable of being adjusted to trip at any point between fully opened valve and fully closed valve. Each valve controller shall be provided with a minimum of two rotor type gear limit switches, one for opening and one for closing (influent valves require additional contacts to allow stopping at an intermediate position). The rotor type gear limit switch shall have two normally open and two normally closed contacts per rotor. Additional switches shall be provided if shown on the control and/or instrumentation diagrams. Limit switches shall be geared to the driving mechanism and in step at all times whether in motor or manual operation. Each valve actuator shall be equipped with a double torque switch. The torque switch shall be adjustable and will be responsive to load encountered in either direction of travel. It shall operate during the complete cycle without auxiliary relays or devices to protect the valve should excessive load be met by obstructions in either direction of travel. Travel and thrusts shall be independent of wear in valve disc or seat rings.
- (7) A permanently mounted handwheel shall be provided for manual operation. The handwheel shall not rotate during electric operation except when being electrically operated. The motor shall not rotate during hand operation, nor shall a fused motor prevent manual operation. When in manual operating position, the unit will remain in this position until motor is energized at which time the valve actuator will automatically return to electric operation and shall remain in motor position until handwheel operation is desired. Movement from motor operation to handwheel operation shall be accomplished by a positive declutching lever which will disengage the motor and motor gearing mechanically, but not electrically. Hand operation must be reasonably fast. It shall be impossible to place the unit in manual operation when the motor is running.

- (8) Valve actuators shall be equipped with an integral reversing controller and three phase overload relays, Open-Stop-Close push buttons, local-remote-manual selector switch, control circuit transformer, three-phase thermal overload relays and two pilot lights in a NEMA 4X enclosure. In addition to the above, a close coupled air circuit breaker or disconnect switch shall be mounted and wired to the valve input power terminals for the purpose of disconnecting all underground phase conductors.
- (9) The valve actuator shall be capable of being controlled locally or remotely via a selector switch integral with the actuator. In addition, an auxiliary dry contact shall be provided for remote position feedback.
- (10) Valve A.C. motors shall be designed for operation on a 480 volt, 3-phase service. Valve control circuit shall operate from a fuse protected 120 volt power supply.
- (11) Motor operators shall be as manufactured by Limitorque Corporation, Type L120 or approved equal.

## **2.07 AIR RELEASE VALVES**

- A. Air release valves shall be automatic float operated, GA Industries fig-929 for sewer applications, Fig-920 for water and reclaimed water application, or an approved equal, with inlet size and working pressure ratings as required and NPT connections.
- B. Valve bodies shall be ductile iron per ASTM A 126, Class B. The orifice, float and linkage shall be stainless steel. The seat shall be (Buna N) nitrile elastomer.

## **2.08 VALVE BOXES**

- A. Buried valves shall have adjustable cast iron or HDPE valve boxes. Lids shall be cast iron drop type, and shall have "WATER", "SEWER", or "RECLAIM", as applicable, cast into the top. Lids will be painted "safety" blue for potable, purple for reclaimed, and green for sanitary sewer.
- B. Cast iron boxes shall be two-piece, or three-piece, as required, screw type, Tyler Pipe, 6850 Series, Box 461-S through 668-S, with extensions, as required to make the desired box length, or an approved equal. Bottom barrel shall be 5-1/4 inches inside diameter, with a flanged bottom with sufficient bearing area to prevent settling.
- C. HDPE boxes shall be two-piece, adjustable, 1/4-inch thick minimum heavy wall, high density polyethylene, with cast iron top and stainless steel adjustable stem, Trench Adapter, as manufactured by American Flow Control, or an approved equal. Bottom barrel shall have flanged bottom to prevent settling. All bolts, screws and pins shall be stainless steel.
- D. Reclaimed Valve Boxes shall be square 9-inch x 9-inch load bearing marked "Reclaimed Water" and painted Pantone 522C purple.
- E. All valves shall either have operating nuts within 4 feet below the top of the lid or shall have extension stems with centering guides to provide an extended operating nut within 4 feet below the lid. Extension stems shall be fixed to the valve operating nut with a stainless steel fastener.
- F. All potable water, sewer, and reclaimed water grade-adjustment risers shall be cast iron material just like the valve box. No plastic or steel risers shall be allowed.

- G. A centering device BoxLok or equal shall be installed in the valve box.
- H. Stand pipe shall match color code of the system being installed, (blue for potable, Pantone purple 522 C for reclaimed, and green for sanitary sewer).

**2.09 CORPORATION STOPS AND SADDLES**

- A. Corporation stops for connections to ductile iron and PVC water and reclaimed water mains shall be all red brass, alloy 85-5-5-5, per ASTM B 62, and shall conform to AWWA C800. 1-inch through 2-inch corporation stops shall be ball type, 300 psi working pressure rated, with AWWA MIP threaded inlets and compression, pack joint, flare, or FIP threaded joint outlets, Mueller as shown in the table below, or an approved equal. All joints made to CTS size HDPE tubing shall use stainless steel insert stiffeners.

Corporation Stops

Pipe Material	Type of Connection	Mueller 300 Model
HDPE	Compression x AWWA IP Thread	B-25028 (Saddle) *
HDPE	Compression x AWWA Taper Thread	B-25008 (Direct Tap) *
HDPE	Pack Joint x AWWA IP Thread	P-25028 (Saddle) *
HDPE	Pack Joint x AWWA Taper Thread	P-25008 (Direct Tap) *
Copper	Compression x AWWA IP Thread	B-25028 (Saddle)
Copper	Pack Joint x AWWA Taper Thread	B-25008 (Direct Tap)
Copper	Pack Joint x AWWA IP Thread	P-25028 (Saddle)
Copper	Pack Joint x AWWA Taper Thread	P-25008 (Direct Tap)
Copper	Flare x AWWA IP Thread	B-25025 (Saddle)
Copper	Flare x AWWA Taper Thread	B-25000 (Direct Tap)
Stainless Steel	FIP Thread x AWWA IP Thread	B-20046 (Saddle)
Stainless Steel	FIP Thread x AWWA Taper Thread	B-20045 (Direct Tap)
* Insert required, part number per manufacturer product information		

- B. Potable plastic service pipe material and compression and pack joint connectors shall not be used in soil that is contaminated with low molecular-weight petroleum products, aromatic hydrocarbons, chlorinated hydrocarbons or organic solvents. Appropriate service tubing shall apply.
- C. Water and reclaimed water service connections to PVC and DIP mains shall be made using red brass saddles, alloy 85-5-5-5, per ASTM B 62. Straps, washers and nuts shall be brass or stainless steel. No ductile iron, cast iron or steel saddles will be allowed. Saddles shall be Smith Blair 325 Bronze saddles with Stainless Steel or brass extra wide strap or equivalent.
- D. Connections to PVC sanitary force mains for services up to 2 inches shall be made using Romac Style 306 double bolt stainless steel service saddles or equivalent.
- E. Service and air release valve (ARV) connections to HDPE water, reclaimed water and sewer mains may be made using Romac Style 306H saddle or approved equal. All saddles shall be properly sized per the manufacturer product information and be installed according to the manufacturer's written instructions. Connections to HDPE mains shall not be made using narrower saddles similar to the Smith-Blair 325.

**2.10 FLANGED ADAPTERS AND PLAIN END COUPLINGS**

Plain end couplings and adapters shall be fusion-bonded epoxy coated carbon steel with Ethylene Propylene Diene Monomer (EPDM) rubber gaskets and stainless steel nuts, bolts and spacers. Acrylonitrile butadiene (NBR) gaskets shall be used for potable water mains that are located in soil that is contaminated with low molecular-weight petroleum products or non-chlorinated organic solvents or non-aromatic organic solvents. Fluorocarbon (FKM) gaskets shall be used for potable water mains that are located in soil that is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons. Fluorocarbon (FKM) gaskets shall be used for potable water mains if the soil is contaminated with aromatic hydrocarbons or chlorinated hydrocarbons, and is also contaminated with low molecular-weight petroleum products or organic solvents. Couplings shall be Dresser Style 38, or another approved equal. Flange adapters shall have a plain end compression seal similar to the style 38, with an ANSI 125 Class flange on the opposite end, and shall be Dresser Style 128W or an approved equal. Stainless steel backup rings shall be used for force mains that are located in corrosive environments including wetwells and valve vaults.

## **2.11 HOSE BIBS**

Hose bibs shall be 3/4" or 1" brass, polished chromium plated brass, with vacuum breaker as noted on the drawings.

## **2.12 SWING CHECK VALVES**

- A. Check valves shall be swing type, weighted lever, conforming to AWWA C508. Valves shall be iron-body, bronze-mounted, single disk, 175 psi working pressure for 2- through 12-inch, 150 psi for 14- through 30-inch, with ANSI B16.1 Class 125 flanged ends, by Mueller; No. A-2600-6-01 (sewer), No. A-2602-6-01 (water), or AVK Series 41, or an approved equal.
- B. When there is no flow through the line, the disc shall hang lightly against its seat in practically a vertical position. When open, the disc shall swing clear of the waterway.
- C. Check valves shall have bronze seat and body rings, extended bronze or stainless steel hinge pins and stainless steel nuts and bolts on bolted covers.
- D. Valves shall be so constructed that disc and body seat may easily be removed and replaced without removing the valve from the line. Valves shall be fitted with an extended hinge arm with outside lever and weight.

## **2.13 HYDRANTS**

Hydrants shall be dry barrel, nostalgic style, and shall be AVK Series 2780, American Darling B-84-B, Mueller Super Centurian 250, or approved equal and shall conform to AWWA C502 and UL/FM certified, and shall in addition meet the specific requirements and exceptions which follow:

- A. Hydrants shall be according to manufacturer's standard pattern or nostalgic style and of standard size, and shall have one 5-inch Storz connection or equivalent with two 2½-inch hose nozzles.
- B. Hydrant inlet connections shall have mechanical joints for 6-inch pipe.
- C. Hydrant valve opening shall have an area at least equal to that area of a 5 1/4-inch minimum diameter circle and be obstructed only by the valve rod. Each hydrant shall

be able to deliver 500 gpm minimum through its two 2 1/2 -inch hose nozzles when opened together with a loss of not more than 2 psi in the hydrant per AWWA C502.

- D. The upper and lower stem rod shall be stainless steel and shall have a breakable stem-rod coupling of stainless steel, or cast iron or ductile iron with a fusion bonded epoxy coating, with stainless steel pins and clips.
- E. Hydrants shall be hydrostatically tested as specified in AWWA C502 and shall be rated at 250 psi minimum.
- F. The operating nut shall be 1½ -inch pentagon shaped with a protective weather cover, and open counter clockwise.
- G. All nozzle threads shall be American National Standard.
- H. Each nozzle cap shall be provided with a Buna N rubber washer.
- I. All hydrants shall be traffic break away type and allow for 360 degree rotation to position the Storz connection/nozzle in the desired direction after installation.
- J. Hydrants must be capable of being extended without removing any operating parts.
- K. Hydrant extensions shall be fusion bonded epoxy coated inside and outside with a stainless steel stem. The breakaway coupling can be fusion bonded epoxy coated or stainless steel. Only one hydrant extension is allowed per hydrant.
- L. Weepholes shall be excluded from fire hydrants.
- M. Hydrant main valve closure shall be of the compression type opening against the pressure and closing with the pressure. The main valve shall be faced or covered with EPDM elastomer, which shall seat on a bronze ring.
- N. Hydrant bonnets, weather cover, nozzle section, caps and shoe shall be cast iron or ductile iron, and shall be holiday free fusion-bonded epoxy coated at the factory, per AWWA C550, inside and outside. Lower barrel shall be fusion bonded epoxy coated inside and outside. Aboveground parts shall also have a top coat of Sherwin-Williams Acrolon 218 HS acrylic polyurethane or approved equal; color Safety Yellow for fire hydrants that are connected to the potable water system or Pantone 522C purple for fire hydrants that are connected to the reclaimed water system.
- O. Exterior nuts, bolts and washers shall be stainless steel. Bronze nuts may be used below grade.
- P. All internal operating parts shall be removable without requiring excavation.

## 2.14

### RESTRAINED JOINTS

- A. Pipe joints shall be restrained by poured-in-place concrete thrust blocks or by other mechanical methods, including tie rods, Stargrip and Allgrip, as manufactured by Star Pipe Products or Megaflange and 2000 PV, as manufactured by EBAA Iron Sales. Flanged joints may be used above ground.

- B. All T-bolts, bolts, nuts, washers, and all thread rods shall meet ASTM A-588 requirements (Cor-ten or equivalent) “weathering steel” or be 316 stainless steel. The use of rebar with welded thread is prohibited.

A certification from the supplier shall be provided to the County during the shop drawing review process ensuring all T-bolts, bolts, nuts, washers, and all thread rods meet the A-588 requirements and shall state the project name and contractor in the certification letter. If stainless steel is to be used, no certification letter is required.

- C. Restrained joints may also be Lok-Ring, as manufactured by American Cast Iron Pipe Company, or an approved equal.
- D. Restrained joint designs, which require wedges and/or shims to be driven into the joints in order to disassemble the pipe shall not be allowed.

## **2.15 TAPPING SLEEVES AND VALVES**

- A. Tapping valves shall meet the requirements of AWWA C509/C515 with ductile iron body and shall be rated for a pressure of 250 psi. The valves shall be flanged with alignment ring by mechanical joint with a nonrising stainless steel stem. All bolts, nuts and washers shall be stainless steel. Manufacturer shall use Never-Seez or equivalent during assembly of bolt and nut sets to prevent galling of similar metals. Stem seals shall be provided and shall be of the O-ring type, two above and one below the valve’s thrust collar. Valve shall be designed for vertical burial and shall open counterclockwise. Operating nut shall be AWWA standard 2-inch square for valves 2 inches and up. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve to accommodate full size shell cutter. Gaskets shall cover the entire area of the flange surface and be 1/8-inch minimal thickness of red rubber. The wedge shall be ductile iron fully encapsulated with EPDM rubber. All bolts, nuts and washers between the sleeve and valve shall be stainless steel.
- B. Tapping sleeves and saddles shall be stainless steel, seal to the pipe by the use of a gasket compounded for water or sewer, and shall be able to withstand a pressure test of 180 psi for water lines or 150 psi for sewer force mains for one hour with no leakage in accordance with AWWA C110. A stainless steel 3/4-inch NPT test plug shall be provided for pressure testing. All bolts joining the two halves shall be stainless steel and shall be included with the sleeve or saddle; Romac SST III or Romac SST-H.

## **2.16 TRACER WIRE TEST STATION BOXES**

Tracer wire test station boxes shall be provided at plug valves, butterfly valves, blowoff valves, gate valves, fire hydrants and backflow preventers as indicated in these Standards. Tracer wire test station boxes for yard service shall be 2 ½ inch diameter, 15 inch length, ABS plastic with a cast iron rim and lid, P200NFGT as manufactured by Bingham & Taylor, or equal approved by Manatee County. Where test boxes will be in streets or subject to vehicular traffic, use B&T Model P525RD, 5 ¼ -inch diameter or equal, centered in a separate concrete pad similar to a valve box pad.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. All valves and appurtenances shall be installed in the location shown, true to alignment and rigidly supported. Any damage occurring to the above items before they are installed shall be repaired to the satisfaction of the County.
- B. After installation, all valves and appurtenances shall be tested at least two hours at the working pressure corresponding to the class of pipe, unless a different test pressure is specified. If any joint proves to be defective, it shall be repaired to the satisfaction of the County.
- C. Install all floor boxes, brackets, extension rods, guides, the various types of operators and appurtenances as shown on the Drawings that are in masonry floors or walls, and install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, the Contractor shall check all plans and figures which have a direct bearing on their location and he shall be responsible for the proper location of these valves and appurtenances during the construction of the structures.
- D. Pipe for use with flexible couplings shall have plain ends as specified in the respective pipe sections.
- E. Flanged joints and mechanical joints shall be made with high strength, low alloy Corten or 316 stainless steel bolts, nuts and washers.
- F. Prior to assembly of split couplings, the grooves as well as other parts shall be thoroughly cleaned. The ends of the pipes and outside of the gaskets shall be moderately coated with petroleum jelly, cup grease, soft soap or graphite paste, and the gasket shall be slipped over one pipe end. After the other pipe has been brought to the correct position, the gasket shall be centered properly over the pipe ends with the lips against the pipes. The housing sections then shall be placed. After the bolts have been inserted, the nuts shall be tightened until the housing sections are firmly in contact, metal-to-metal, without excessive bolt tension.
- G. Prior to the installation of sleeve-type couplings, the pipe ends shall be cleaned thoroughly for a distance of 8". Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of about 6" from the end.
- H. Valve boxes with concrete bases shall be installed as shown on the Drawings. Mechanical joints shall be made in the standard manner. Valve stems shall be vertical in all cases. Place cast iron box over each stem with base bearing on compacted fill and the top flush with final grade. Boxes shall have sufficient bracing to maintain alignment during backfilling. Knobs on cover shall be parallel to pipe. Remove any sand or undesirable fill from valve box.

### **3.02 HYDRANTS**

- A. Hydrants shall be set at the locations designated by the County and/or as shown on the Drawings and shall be bedded on a firm foundation. A drainage pit on crushed stone as shown on the Drawings shall be filled with gravel or crushed stone and satisfactorily compacted. During backfilling, additional gravel or crushed stone shall be brought up around and 6" over the drain port. Each hydrant shall be set in true vertical alignment and shall be properly braced. Concrete thrust blocks shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench. Minimum bearing area shall be as shown on the plans. Felt paper shall be placed around the hydrant elbow prior to placing concrete. CARE MUST BE TAKEN TO INSURE THAT CONCRETE DOES NOT PLUG

THE DRAIN PORTS. Concrete used for backing shall be as specified herein.

- B. When installations are made under pressure, the flow of water through the existing main shall be maintained at all times. The diameter of the tap shall be a minimum of 2" less than the inside diameter of the branch line.
- C. The entire operation shall be conducted by workmen thoroughly experienced in the installation of tapping sleeves and valves, and under the supervision of qualified personnel furnished by the manufacturer. The tapping machine shall be furnished by the Contractor if tap is larger than 12" in diameter.
- D. The Contractor shall determine the locations of the existing main to be tapped to confirm the fact that the proposed position for the tapping sleeve will be satisfactory and no interference will be encountered such as the occurrence of existing utilities or of a joint or fitting at the location proposed for the connection. No tap will be made closer than 30" from a pipe joint.
- E. Tapping valves shall be set in vertical position and be supplied with a 2" square operating nut for valves 2" and larger. The valve shall be provided with an oversized seat to permit the use of full sized cutters.
- F. Tapping sleeves and valves with boxes shall be set vertically or horizontally as indicated on the Drawings and shall be squarely centered on the main to be tapped. Adequate support shall be provided under the sleeve and valve during the tapping operation. Sleeves shall be no closer than 30" from water main joints. Thrust blocks shall be provided behind all tapping sleeves. Proper tamping of supporting earth around and under the valve and sleeve is mandatory. After completing the tap, the valve shall be flushed to ensure that the valve seat is clean.

### **3.03 SHOP PAINTING**

Ferrous surfaces of valves and appurtenances shall receive a coating of rust-inhibitive primer. All pipe connection openings shall be capped to prevent the entry of foreign matter prior to installation.

### **3.04 FIELD PAINTING**

All metal valves and appurtenances specified herein and exposed to view shall be painted safety blue.

### **3.05 INSPECTION AND TESTING**

All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipelines shall be subjected to a hydrostatic pressure and leak testing. Refer to Manatee County Public Works Utility Standards Part 1-Utility Standards Manual Section 1.8.7. Prior to testing, the pipe lines shall be supported in a manner approved by the County to prevent movement during tests.

All leaks shall be repaired and lines retested as approved by the County.

**END OF SECTION**

## SECTION T02720 SANITARY SEWER BYPASS PUMPING

### PART 1 GENERAL

#### 1.01 SCOPE

The Contractor shall furnish all labor, materials, equipment and incidentals required to maintain existing and anticipated flows within the affected portion of the collection system throughout the construction period.

#### 1.02 PUBLIC IMPACTS

The contractor shall not create a public nuisance due to excessive noise or dust, nor impact the public with flooding of adjacent lands, discharge of raw sewage, or release of other potential hazards, nor shall he encroach on or limit access to adjacent lands. No extra charge may be made for increased costs to the contractor due to any of the above.

#### 1.03 SUBMITTALS

- A. The Contractor shall, within 30 days of the date of the Notice to Proceed, submit to the Project Manager a detailed Pumping Plan for each site by-pass pumping will be needed. The Pumping Plan shall address all measures and systems to prevent a sanitary sewer overflow (SSO) as defined by the EPA. The Plan shall include as a minimum:
1. Working drawings and sketches showing work location, pump location, piping layout & routing. Show all proposed encroachment and access impacts on adjacent properties or facilities.
  2. Pump, control, alarm and pipe specifications or catalog cuts. Detailed sketch of controls and alarm system.
  3. Power requirements and details on methods to provide by-pass power or fueling.
  4. Calculation and determination of response times to prevent an SSO after a high water alarm. If anticipated peak flows are 750 G.P.M. or greater, an operator is required on site at all times pump is in service. If the anticipated peak flows are less than 750 G.P.M. an operator may not be required to be on site at all times; show operator on-site schedule.
  5. Procedures to be taken in case of power, pump, or piping failures; including contact names and numbers for emergency notifications.
  6. Frequency and specific responsibility for monitoring pump operation, fuel levels, pump maintenance and entire length of piping.

### PART 2 PRODUCTS

#### 2.01 EQUIPMENT

- A. Pumps:
1. By-pass pumping system shall consist of at least a primary pump and a backup pump. Each pump shall have a minimum pumping capacity of 100% of the anticipated peak flows. When bypassing a pump station, 100% of the lift station capacity (G.P.M. & T.D.H) shall be provided.
  2. Pumps shall be low noise or sound attenuated. The noise level at any operating condition, in any direction, shall not exceed 70dBA at a distance of twenty three (23)

feet (7 meters) from the pump and/or power source.

B. Controls:

The by-pass pump system shall be equipped with automatic controls and an alarm system. The automatic controls will automatically start the backup pump in the event of a high water condition or failure of the primary pump. The alarm system will immediately notify the Contractor of a pump failure or high water condition.

C. Pipe:

Pipe shall be of adequate size and capacity to match the pumps. Pipe type and materials will depend on the particulars of the site conditions, and shall be detailed in the Pumping Plan. Contractor will provide all connections.

### **PART 3 EXECUTION**

#### **3.01 SITE CONDITIONS**

Site conditions will vary by site. Contractor is responsible to determine and address requirements such as traffic control, excavation, connections & fittings, impacts on access to adjacent properties, routing and support of by-pass piping, etc., in the Pumping Plan.

#### **3.02 ON-SITE MONITORING**

- A. All by-pass operations where the anticipated flow rates are 750 G.P.M or greater shall require an employee on-site at all times (full-time on-site monitoring attended by personnel experienced with the pumps and controls, with demonstrated ability to monitor, turn on & off, and switch between pumps while the by-pass pump system is in service.
- B. By-pass operations where the anticipated flow rates are less than 750 G.P.M may not require an employee on-site at all times while the by-pass pump system is in operation. The Contractor shall have personnel experienced with the pumps and controls on site within the calculated response time to prevent an SSO after a high water alarm.
- C. During by-pass operations, the Contractor shall have posted on site with the permit, a copy of the approved Plan and the name and 24 hour contact number of the primary response person, the job site superintendent, and the construction company owner.

#### **3.03 OPERATIONS**

- A. The Contractor is responsible for securing and providing power, fuel, site security, traffic control and all other supplies, materials and permits required for the by-pass pumping.
- B. Contractor shall demonstrate automatic pump switching and alarm system to the satisfaction of: the County inspector, Project Manager, or Lift Stations Superintendent prior to beginning by-pass pumping. Satisfactory demonstration shall be documented by the inspector's, PM's or Lift Station Superintendent's dated signature on the posted copy of the approved Pumping Plan.

#### **3.04 DAMAGE RESTORATION & REMEDIATION**

- A. The Contractor shall be responsible for any pre-pump notifications, all restoration of pre-pump conditions and any damage caused by by-pass operations.
- B. Should there be an SSO caused by or as a direct result of the by-pass pumping, the contractor is responsible for all immediate & long term response, notifications, clean up, mitigation, etc. Copies of all written response plans, notifications, documentation, mitigation plans, etc., shall be submitted to the County Project Manager.

**END OF SECTION**

## DIVISION T3      CONCRETE

### SECTION T03300    CAST-IN-PLACE CONCRETE

#### **PART 1      GENERAL**

##### **1.01      WORK INCLUDED**

Poured-in-place concrete slabs, thrust blocks, pile caps and pipe support cradles.

##### **1.02      QUALITY ASSURANCE**

Perform cast-in-place concrete work in accordance with ACI 318, unless specified otherwise in this Section.

##### **1.03      TESTING LABORATORY SERVICES**

- A. Inspection and testing will be performed by the testing laboratory currently under contract to Manatee County in accordance with the Contract Documents.
- B. Provide free access to work and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of work.
- D. Tests of cement and aggregates may be performed to ensure conformance with requirements stated herein.
- E. Three concrete test cylinders will be taken for every 100 cu. yds. or part thereof of each class of concrete placed each day. Smaller pours shall have cylinders taken as directed by the County.
- F. One slump test will be taken for each set of test cylinders taken.

##### **1.04      REFERENCES**

- A. ASTM C33 - Concrete Aggregates
- B. ASTM C150 - Portland Cement
- C. ACI 318 - Building Code Requirements for Reinforced Concrete
- D. ASTM C260 - Air Entraining Admixtures for Concrete
- E. ASTM C94 - Ready-Mixed Concrete
- F. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete
- G. ACI 305 - Recommended Practice for Hot Weather Concreting

**PART 2 PRODUCTS**

**2.01 CONCRETE MATERIALS**

- A. Cement: Moderate-Type II, High early strength-Type III, Portland type, ASTM C150.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and free from injurious amounts of oil, alkali, organic matter, or other deleterious material.

**2.02 ADMIXTURES**

- A. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494 Type A - water reducing admixture.

**2.03 ACCEPTABLE MANUFACTURERS**

Acceptable Products:

- 1. Pozzolith
- 2. WRDA

**2.04 ACCESSORIES**

Non-shrink grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2400 psi in 2 days and 7000 psi in 28 days.

**2.05 CONCRETE MIXES**

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete of following strength:
  - 1. Required concrete strengths as determined by 28 day cylinders shall be as shown on the Drawings, but shall not be less than 3000 psi.
  - 2. Select proportions for normal weight concrete in accordance with ACI 301 3.8 Method 1, Method 2, or Method 3. Add air entraining agent to concrete to entrain air as indicated in ACI 301 Table 3.4.1.
  - 3. All mixes shall be in accordance with FDOT Specifications.
- C. Use set-retarding admixtures during hot weather only when accepted by County.
- D. Add air entraining agent to concrete mix for concrete work exposed to exterior.

**2.06 FORMS**

- A. Forms shall be used for all concrete masonry, including footings. Form shall be so constructed and placed that the resulting concrete will be of the shape, lines, dimensions, appearance and to the elevations indicated on the Drawings.

- B. Forms shall be made of wood, metal, or other approved material. Wood forms shall be constructed of sound lumber or plywood of suitable dimensions, free from knotholes and loose knots; where used for expose surfaces, boards shall be dressed and matched. Plywood shall be sanded smooth and fitted with tight joints between panels. Metal forms shall be of an approved type for the class of work involved and of the thickness and design required for rigid construction.
- C. Edges of all form panels in contact with concrete shall be flush within 1/32-inch and forms for plane surfaces shall be such that the concrete will be plane within 1/16-inch in four feet. Forms shall be tight to prevent the passage of mortar and water and grout.
- D. Forms for walls shall have removable panels at the bottom for cleaning, inspection and scrubbing-in of bonding paste. Forms for walls of considerable height shall be arranged with tremies and hoppers for placing concrete in a manner that will prevent segregation and accumulation of hardened concrete on the forms or reinforcement above the fresh concrete.
- E. Molding or bevels shall be placed to produce a 3/4-inch chamfer on all exposed projecting corners, unless otherwise shown on the Drawings. Similar chamfer strips shall be provided at horizontal and vertical extremities of all wall placements to produce "clean" separation between successive placements as called for on the Plans.
- F. Forms shall be sufficiently rigid to withstand vibration, to prevent displacement or sagging between supports and constructed so the concrete will not be damaged by their removal. The Contractor shall be entirely responsible for their adequacy.
- G. Forms, including new pre-oiled forms, shall be oiled before reinforcement is placed, with an approved nonstaining oil or liquid form coating having a non-paraffin base.
- H. Before form material is re-used, all surfaces in contact with concrete shall be thoroughly cleaned, all damaged places repaired, all projecting nails withdrawn, all protrusions smoothed and in the case of wood forms pre-oiled.
- I. Form ties encased in concrete shall be designed so that after removal of the projecting part, no metal shall be within 1-inch of the face of the concrete. That part of the tie to be removed shall be at least 1/2-inch diameter or be provided with a wood or metal cone at least 1/2-inch in diameter and 1-inch long. Form ties in concrete exposed to view shall be the cone-washer type equal to the Richmond "Tyscru". Throughbolts or common wire shall not be used for form ties.

## **PART 3 EXECUTION**

### **3.01 PLACING CONCRETE**

- A. Place concrete in accordance with ACI 304.
- B. Notify County minimum 24 hours prior to commencement of concreting operations.
- C. Verify anchors, seats, plates and other items to be cast into concrete are placed, held securely and will not cause hardship in placing concrete. Rectify same and proceed with work.
- D. Maintain records of poured concrete items. Record date, location of pour, quantity, air temperature and test samples taken.

- E. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- F. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's recommendations.
- G. Pour concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
- H. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solidly with non-shrink grout.
- I. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify County upon discovery.
- J. Conform to ACI 305 when concreting during hot weather.

### **3.02 SCREEDING**

Screed surfaces level, maintaining flatness within a maximum deviation of 1/8" in 10 feet.

### **3.03 PATCHING**

Allow County to inspect concrete surfaces immediately upon removal of forms. Patch imperfections as directed. All patching procedures shall be submitted to and approved by the County prior to use.

### **3.04 DEFECTIVE CONCRETE**

- A. Modify or replace concrete not conforming to required lines, details and elevations.
- B. Repair or replace concrete not properly placed resulting in excessive honeycomb and other defects. Do not patch, fill, touch-up, repair, or replace exposed architectural concrete except upon express direction of County for each individual area.

### **3.05 CONCRETE FINISHING**

Provide concrete surfaces to be left exposed, columns, beams and joists with smooth rubbed finish.

### **3.06 CURING AND PROTECTION**

Beginning immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures and mechanical injury. Maintain concrete with minimal moisture loss at relatively constant temperature for a period of 7 days or until concrete strengths reaches 75% of the 28 day design strength.

Protection against moisture loss may be obtained with spray on curing compounds or plastic sheets. Protection against heat or cold may be obtained with insulated curing blankets or forms.

### **3.07 CONCRETE DRIVEWAY RESTORATION**

Concrete driveways shall be restored with 6 inches of 3,000 psi concrete with W2.5 X W2.5, 6X6 wire mesh. Place ½ inch expansion joint between back of curb and new concrete. Area beneath restoration shall be mechanically tamped prior to placing concrete.

**3.08 CONCRETE SIDEWALK RESTORATION**

Concrete sidewalks across driveways shall be restored with 6 inches of 3,000 psi concrete with W2.5 X W2.5, 6X6 wire mesh. Place ½ inch expansion joint between back of curb and new concrete. Area beneath restoration shall be mechanically tamped prior to placing concrete.

Concrete sidewalks outside of driveways shall be restored with 4 inches of 3,000 psi concrete per FDOT Design Standards, Sections 522 & 310

**END OF SECTION**

**DIVISION T9      PAINTING**

**SECTION T09865   SURFACE PREPARATION AND SHOP PRIME PAINTING**

**PART 1      GENERAL**

**1.01      SCOPE OF WORK**

Furnish all labor, materials, equipment and incidentals required for the surface preparation and application of shop primers on ferrous metals, excluding stainless steels, as specified herein.

**1.02      SUBMITTALS**

- A.      Submit to the County for approval, as provided in the Contract Drawings for shop drawings, manufacturer's specifications and data on the proposed primers and detailed surface preparation, application procedures and dry mil thickness.
- B.      Submit representative physical samples of the proposed primers, if required by the County.

**PART 2      PRODUCTS**

**2.01      MATERIALS**

- A.      Submerged Services: Shop primer for ferrous metals which will be subject to splash action or which are specified to be considered submerged service shall be sprayed with one coat of Koppers 654 epoxy Primer or Koppers Inertol Primer 621-FDA, dry film thickness 3.5 to 4.5 mils by Koppers Co., Inc., or equal.
- B.      Nonsubmerged Services: Shop primer for ferrous metals other than those covered by paragraph 2.01 A shall be sprayed with one coat of Koppers Pug Primer, dry film thickness 3.0 to 4.0 mils by Koppers Co., Inc. or equal.
- C.      Nonprimed Surfaces: Gears, bearing surfaces, and other similar surfaces obviously not to be painted shall be given a heavy shop coat of grease or other suitable rust-resistant coating. This coating shall be maintained as necessary to prevent corrosion during all periods of storage and erection and shall be satisfactory to the County up to the time of the final acceptance.
- D.      Compatibility of Coating Systems: Shop priming shall be done with primers that are guaranteed by the manufacturer to be compatible with their corresponding primers and finish coats specified in the Contract Documents for use in the field and which are recommended for use together.

**PART 3      EXECUTION**

**3.01      APPLICATION**

- A.      Surface Preparation and Priming:
  - 1.      Non submerged components scheduled for priming, as defined above, shall be

sandblasted clean in accordance with SSPC-SP-6, Commercial Grade, immediately prior to priming. Submerged components scheduled for priming, as defined above, shall be sandblasted clean in accordance with SSPC-SP-10. Near White, immediately prior to priming.

2. Surfaces shall be dry and free of dust, oil, grease, dirt, rust, loose mill scale and other foreign material before priming.
3. Shop prime in accordance with approved paint manufacturer's recommendations.
4. Priming shall follow sandblasting before any evidence of corrosion has occurred and within 24 hours.

**END OF SECTION**

## SECTION T09900 PAINTING

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, tools, materials, equipment, scaffolding or other structures and incidentals necessary to complete this Contract in its entirety.
- B. The work includes painting and finishing of all new interior and exterior exposed items above and below grade and surfaces, such as structural steel, miscellaneous metals, ceilings, walls, floors, doors, frames, transoms, roof fans, construction signs, guardrails, posts, fittings, valves, tanks, equipment and all other work obviously required to be painted unless otherwise specified herein or on the Drawings. The omission of minor items in the Schedule of Work shall not relieve the Contractor of his obligation to include such items where they come within the general intent of the Specification as stated herein.
- C. The following items shall not be painted:
1. Any code-requiring labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
  2. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated.
  3. Aluminum handrails (except where in contact with concrete) walkways, windows, louvers and grating unless otherwise specified herein.
  4. Signs and nameplates.
  5. Finish hardware.
  6. Chain link fence.
  7. Piping buried in the ground or embedded in concrete.
  8. Concealed surfaces of pipe or crawl space.
  9. Nonferrous metals, unless specifically noted otherwise.
  10. Electrical switchgear and motor control centers.
  11. Stainless steel angles, tubes, pipe, etc.
  12. Products with polished chrome, aluminum, nickel or stainless steel finish.
  13. Plastic switch plates and receptacle plates.
  14. Flexible couplings, lubricated bearing surfaces, insulation and metal and plastic pipe interior.
  15. Sprinkler heads.
  16. Lifting chain on cranes and hoists
  17. Electrical cable, festooned conductor system, cables, collector pole brackets, etc.
- D. All work shall be done in strict accordance with this Specification, the Design Drawings and the painting package, including manufacturer's printed instructions.
- E. The Contractor will obtain, at its own expense, all permits, licenses and inspections and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the Work. This compliance will include Federal Public Law 91-596 more commonly known as the "Occupational Safety and Health Act of 1970".

## **1.02 DEFINITIONS**

- A. Field Painting is the painting of new or rebuilt items at the job site. Field painting shall be the responsibility of the Contractor.
- B. Shop Painting is the painting of new or rebuilt items in the shop prior to delivery to the jobsite.
- C. Abbreviations The abbreviations and definitions listed below, when used in this specification, shall have the following meanings:
  - 1. SSPC - Steel Structures Painting Council
  - 2. Exterior - Outside, exposed to weather
  - 3. Interior Dry - Inside, concealed or protected from weather
  - 4. Interior Wet - Inside, subject to immersion services
  - 5. ASTM - American Society of Test Materials
  - 6. NACE - National Association of Corrosion Engineers
  - 7. NSF - National Sanitation Foundation
  - 8. AWWA - American Water Works Association
- D. Dry Film Thickness shall be in Mils.

## **1.03 RESOLUTION OF CONFLICTS**

- A. It shall be the responsibility of the Contractor to arrange a meeting prior to the start of painting, or flooring installation between the Contractor, the Paint Manufacturer, whose products are to be used, and the County. All aspects of surface preparation, application and coating systems as covered by this Specification will be reviewed at this meeting.
- B. Clarification shall be requested promptly from the County when instructions are lacking, conflicts occur in the Specifications, or the procedure seems improper or inappropriate for any reason.
- C. Copies of all manufacturer's instructions and recommendations shall be furnished to the County by the Painting Contractor.
- D. It shall be the responsibility of the Coating Manufacturer to have their factory representative meet in person with the Contractor and County a minimum of three times during the job as a consultant on surface preparation, mil thickness of coating and proper application of coating unless meeting is determined to be unnecessary by the County.

## **1.04 SUBMITTALS**

- A. Contractor shall submit catalog data and cut sheets for the painting system being used if not the TNEMEC materials specified.
- B. Samples as detailed in 3.01 B shall be submitted regardless of system being used, showing each color to be used.
- C. Hazardous Material Disposal documentation shall be submitted if applicable.

## **PART 2 PRODUCTS**

### **2.01 EQUIPMENT**

- A. Effective oil and water separators shall be used in all compressed air lines serving spray painting and sandblasting operations to remove oil or moisture from the air before it is used. Separators shall be placed as far as practicable from the compressor.
- B. All equipment for application of the paint and the completion of the work shall be furnished by the Contractor in first-class condition and shall comply with recommendations of the paint manufacturer.
- C. Contractor will provide free of charge to the County a "Nordson-Mikrotest" or "Positest" dry film thickness gauge for ferrous metal and an OG232 "Tooke" gauge or equal for non-ferrous and cementitious surface, to be used to inspect coatings by the County and Contractor. The gauges may be used by the Contractor and returned each day to the County. County will return gauges to Contractor at completion of job.

## 2.02 MATERIALS

- A. All materials specified herein are manufactured by the TNEMEC Company, Inc., North Kansas City, Missouri. These products are specified to establish standards of quality and are approved for use on this Project.
- B. Equivalent materials of other manufacturers may be substituted on approval of the County. Requests for substitution shall include manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance and an independent laboratory certification that their product meets the performance criteria of the specified materials.
- C. Abrasion - Fed. Test Method Std. No. 141, Method 6192, CS-17 Wheel, 1,000 grams load.
- D. Adhesion - Elcometer Adhesion Tester.
- E. Exterior Exposure - Exposed at 45 degrees facing the ocean (South Florida Marine Exposure)
- F. Hardness - ASTM D3363-74
- G. Humidity - ASTM D2247-68
- H. Salt Spray (Fog) - ASTM B117-73
- I. Standard practice for Operating the Severe Wastewater Analysis Testing Apparatus ASTM G210-13
- I. Substitutions which decrease the total film thickness, change the generic type of coating, or fail to meet the performance criteria of the specified materials shall not be approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.
- J. All coatings to be shop applied must meet the requirements for volatile organic compounds (VOC) of not more than 3.5 lbs/gallon after thinning.
- K. Colors, where not specified, shall be as selected by the County or their Representative.
- L. All coatings in contact with potable water need to be NSF Certified in accordance with

ANSI/NSF Standard 61.

- M. All above ground potable water mains and appurtenances shall be painted safety blue.

### **PART 3 EXECUTION**

#### **3.01 INSPECTION OF SURFACES**

- A. Before application of the prime coat and each succeeding coat, all surfaces to be coated shall be subject to inspection by the County. Any defects or deficiencies shall be corrected by the Contractor before application of any subsequent coating.
- B. Samples of surface preparation and of painting systems shall be furnished by the Contractor to be used as a standard throughout the job, unless omitted by the County.
- C. When any appreciable time has elapsed between coatings, previously coated areas shall be carefully inspected by the County, and where, in his opinion, surfaces are damaged or contaminated, they shall be cleaned and recoated at the Contractor's expense. Recoating times of manufacturer's printed instructions shall be adhered to.
- D. Coating thickness shall be determined by the use of a properly calibrated "Nordson-Mikrotest" "Positest" Coating Thickness Gauge (or equal) for ferrous metal or an OG232 "Tooke" Paint Inspection gauge (or equal) for non-ferrous and cementitious surfaces. Please note that use of the "Tooke" gauge is classified as a destructive test.

#### **3.02 SURFACE PREPARATION**

The surface shall be cleaned as specified for the paint system being used. All cleaning shall be as outlined in the Society for Protective Coatings (SSPC) Surface Preparation Specification, And the International Concrete Repair Institute (ICRI) unless otherwise noted. If surfaces are subject to contamination, other than mill scale or normal atmospheric rusting, the surfaces shall be pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.

#### **3.03 STANDARDS FOR SURFACE PREPARATION**

- A. Chemical and/or Solvent Cleaning: Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter and contaminates, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.
- B. Hand Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by hand chipping, scraping, sanding and wire brushing.
- C. Power Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing and grinding.
- D. Flame Cleaning: Dehydrating and removal of rust, loose mill scale and some light mill scale by use of flame, followed by wire brushing.
- E. White Metal Blast Cleaning: Complete removal of all mill scale, rust, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.
- F. Commercial Grade Blast Cleaning: Complete removal of all dirt, rust scale, mill scale,

foreign matter and previous coating, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least 66% of each square inch of surface area is to be free of all visible residues, except slight discoloration.

- G. Brush-Off Blast Cleaning: Removal of rust scale, loose mill scale, loose rust and loose coatings, leaving tightly-bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast cleaning shall remove all laitance, form oils and solid contaminants. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bugholes, air pockets and other subsurface irregularities, but so as not to expose underlying aggregate.
- H. Pickling: Complete removal of rust and mill scale by acid pickling, duplex pickling or electrolytic pickling (may reduce the resistance of the surface to corrosion, if not to be primed immediately).
- I. Near-White Blast Cleaning: Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale and small specks of previous coating. At least 95% of each square inch of surface area is to be free of all visible residues and the remainder shall be limited to slight discoloration.
- J. Power Tool Cleaning to Bare Metal: Complete removal of rust, rust scale, mill scale, foreign matter and previous coatings, etc., to a standard as specified on a Commercial Grade Blast Cleaning (SSPC-SP-6, NACE-3) by means of power tools that will provide the proper degree of cleaning and surface profile.
- K. Surface Preparation of Concrete (SSPC-SP13)
- L. Visual standards "Pictorial Surface Preparation Standards for Painting Steel Surfaces", and the National Association of Corrosion Engineer, "Blasting Cleaning Visual Standards" TM-01-70 and TM-01-75 shall be considered as standards for proper surface preparation.
- M. Oil, grease, soil, dust, etc., deposited on the surface preparation that has been completed shall be removed prior to painting according to Solvent Cleaning under this Specification.
- N. Weld flux, weld spatter and excessive rust scale shall be removed by Power Tool Cleaning as per these Specifications.
- O. All weld seams, sharp protrusions and edges shall be ground smooth prior to surface preparation or application of any coatings.
- P. All areas requiring field welding shall be masked off prior to shop coating, unless waived by the County.
- Q. All areas which require field touch-up after erection, such as welds, burnbacks, and mechanically damaged areas, shall be cleaned by thorough Power Tool as specified in these Specifications.
- R. Touch-up systems will be same as original specification except that approved manufacturer's organic zinc-rich shall be used in lieu of inorganic zinc where this system was originally used. Also strict adherence to manufacturer's complete touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the County's attention; otherwise, Contractor assumes full responsibility.

### **3.03 PRETREATMENTS**

When specified, the surface shall be pretreated in accordance with the specified pretreatment prior to application of the prime coat of paint.

### **3.04 STORAGE**

Materials shall be delivered to the job site in the original packages with seals unbroken and with legible un mutilated labels attached. Packages shall not be opened until they are inspected by the County and required for use. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, direct rays of the sun or from excessive heat. Paint susceptible to damage from low temperatures shall be kept in a heated storage space when necessary. The Contractor shall be solely responsible for the protection of the materials stored by himself at the job site. Empty coating cans shall be required to be neatly stacked in an area designated by the County and removed from the job site on a schedule determined by the County. County may request a notarized statement from Contractor detailing all materials used on the Project.

### **3.05 PREPARATION OF MATERIALS**

- A. Mechanical mixers, capable of thoroughly mixing the pigment and vehicle together, shall mix the paint prior to use where required by manufacturer's instructions; thorough hand mixing will be allowed for small amounts up to one gallon. Pressure pots shall be equipped with mechanical mixers to keep the pigment in suspension, when required by manufacturer's instructions. Otherwise, intermittent hand mixing shall be done to assure that no separation occurs. All mixing shall be done in accordance with SSPC Vol. 1, Chapter 4, "Practical Aspects, Use and Application of Paints" and/or with manufacturer's recommendations.
- B. Catalysts or thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction.

### **3.06 APPLICATION**

- A. Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting shall not be permitted when the atmospheric temperature is below 50 deg F, or when freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.
- B. No coatings shall be applied unless surface temperature is a minimum of 5 Degrees above dew point; temperature must be maintained during curing.
- C. See coating schedule for actual coating systems to be used on this project.

3.07

DEW POINT CALCULATION CHART

DEW POINT CALCULATION CHART

Ambient Air Temperature - Fahrenheit

Relative Humidity	20	30	40	50	60	70	80	90	100	110	120
90%	18	28	37	47	57	67	77	87	97	107	117
85%	17	26	36	45	55	65	76	84	95	104	113
80%	16	25	34	44	54	63	73	82	93	102	110
75%	15	24	33	42	52	62	71	80	91	100	108
70%	13	22	31	40	50	60	68	78	88	96	105
65%	12	20	29	38	47	57	66	76	85	93	103
60%	11	20	27	36	45	55	64	73	83	92	101
55%	9	17	25	34	43	53	61	70	80	89	98
50%	6	15	23	31	40	50	59	67	77	86	94
45%	4	13	21	29	37	47	56	64	73	82	91
40%	1	11	18	26	35	43	52	61	69	78	87
35%	-2	8	16	23	31	40	48	57	65	74	83

SURFACE TEMPERATURE AT WHICH CONDENSATION OCCURS

Dew Point

Temperature at which moisture will condense on surface. No coatings should be applied unless surface temperature is a minimum of 5deg above this point. Temperature must be maintained during curing.

Example

If air temperature is 70 deg F and relative humidity is 65%, the dew point is 57 deg F. No coating should be applied unless surface temperature is 62 deg F minimum.

- A. No coating shall be applied unless the relative humidity is below 85%.
- B. Suitable enclosures to permit painting during inclement weather may be used if provisions are made to control atmospheric conditions artificially inside the enclosure, within limits suitable for painting throughout the painting operations.
- C. Field painting in the immediate vicinity of, or on, energized electrical and rotating equipment, and equipment and/or pipes in service shall not be performed without the approval of the County.
- D. Extreme care shall be exercised in the painting of all operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.
- E. The Contractor's scaffolding shall be erected, maintained and dismantled without damage to structures, machinery, equipment or pipe. Drop cloths shall be used where required to protect buildings and equipment. All surfaces required to be clear for visual observation shall be cleaned immediately after paint application.

- F. Painting shall not be performed on insulated pipe within three (3) feet of insulation operations or on insulation whose covering and surface coat have not had time to set and dry. Painting shall not be performed on uninsulated pipe within one (1) foot of any type of connection until the connection has been made, except as directed by the County.
- G. The prime coat shall be applied immediately following surface preparation and in no case later than the same working day. All paint shall be applied by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the paint manufacturer.
- H. Each coat of paint shall be recoated as per manufacturer's instructions. Paint shall be considered recoatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.
- I. Surfaces that will be inaccessible after assembly shall receive either the full specified paint system or three shop coats of the specified primer before assembly.
- J. Finish colors shall be in accordance with the COLOR SCHEDULE and shall be factory mixed (i.e., there shall be no tinting by the Contractor, unless authorized by the County).
- K. All edges and weld seams in immersion service shall receive a "stripe coat" (applied by brush) of the 2nd coat prior to application of the full 2nd coat.
- L. All open seams in the roof area of tanks shall be filled after application of the topcoat with a flexible caulking such as Sika Flex 1A.

### **3.08 WORKMANSHIP**

- A. The Contractor must show proof that all employees associated with this Project shall have been employed by the Contractor for a period not less than six (6) months.
- B. Painting shall be performed by experienced painters in accordance with the recommendations of the paint manufacturer. All paint shall be uniformly applied without sags, runs, spots, or other blemishes. Work which shows carelessness, lack of skill, or is defective in the opinion of the County, shall be corrected at the expense of the Contractor.
- C. The Contractor shall provide the names of at least three other projects of similar size and scope that they have successfully completed under their current company name.

### **3.09 APPLICATION OF PAINT**

- A. By Brush and/or Rollers
  - 1. Top quality, properly styled brushes and rollers shall be used. Rollers with a baked phenol core shall be utilized.
  - 2. The brushing or rolling shall be done so that a smooth coat as nearly uniform in thickness as possible is obtained. Brush or roller strokes shall be made to smooth the film without leaving deep or detrimental marks.
  - 3. Surfaces not accessible to brushes or rollers may be painted by spray, by dauber or sheepskins, and paint mitt.
  - 4. It may require two coats to achieve the specified dry film thickness if application is by brush and roller.

B. Air, Airless or Hot Spray

1. The equipment used shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and gauges.
2. Paint shall be applied in a uniform layer, with a 50% overlap pattern. All runs and sags should be brushed out immediately or the paint shall be removed and the surface resprayed.
3. High build coatings should be applied by a cross-hatch method of spray application to ensure proper film thickness of the coating.
4. Areas inaccessible to spray shall be brushed; if also inaccessible to brush, daubs or sheepskins shall be used, as authorized by the manufacturer.
5. Special care shall be taken with thinners and paint temperatures so that paint of the correct formula reaches the receiving surface.
6. Nozzles, tips, etc., shall be of sizes and designs as recommended by the manufacturer of the paint being sprayed.
7. The first coat on concrete surfaces in immersion service should be sprayed and back rolled.

**3.10 PROTECTION AND CLEANUP**

- A. It shall be the responsibility of the Contractor to protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting work.
- B. At the option of the County during the course of this project, the Contractor will contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the County, including, but not limited to, full shrouding of the area.
- C. If shrouding is required, the Contractor must provide a complete design of the intended shroud or cover. Care must be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs.
- D. At completion of the work, remove all paint where spilled, splashed, spattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted and unpainted surfaces.
- E. After completion of all painting, the Contractor shall remove from job site all painting equipment, surplus materials and debris resulting from this work.
- F. The Contractor is responsible for the removal and proper disposal of all hazardous materials from the job site in accordance with Local, State and Federal requirements as outlined by the Environmental Protection Agency.
- G. A notarized statement shall be presented to the County that all hazardous materials have been disposed of properly including, but not limited to: name of disposal company, disposal site, listing of hazardous materials, weights of all materials, cost per pound and EPA registration number.

**3.11 TOUCH-UP MATERIALS**

The Contractor shall provide at the end of the Project at least one (1) gallon of each generic topcoat in each color as specified by the County for future touch-up. Two gallons may be required for (2) component materials.

**3.12 ON-SITE INSPECTION**

During the course of this Project, the County will reserve the option of incorporating the services of a NACE Level III inspection service. The inspection service will be responsible for assuring the proper execution of this Specification by the successful Contractor.

**3.13 STEEL - STRUCTURAL, TANKS, PIPES AND EQUIPMENT**

**A. EXTERIOR EXPOSURE (NON-IMMERSION)**

**1. System No. 1095-1: Epoxy/High Build Urethane**

This system is highly resistant to abrasion, wet conditions, corrosive fumes and chemical contact. Provides 3-4 times the color and gloss retention of conventional paints. Second coat to be close to finish color but not the same color. This system should be used for above ground exterior steel surfaces that are neither submerged, nor buried.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

Shop Coat: 66HS-1211 Epoxoline Primer	3.0 - 4.0
2nd Coat: 66HS-Color Hi-Build Epoxoline	2.0 - 3.0
3rd Coat: 1095-Endura-Shield III	<u>2.0 - 3.0</u>
	Dry Film Thickness 7.0 - 10.0
	Minimum 8.0 Mils

**2. System No. 1095-2: High Build Urethane for Marginally Cleaned Surfaces or Topcoating Existing System**

This system can be used over factory finish paint or cover non-sandblasted steel and offer the high performance of a urethane coating. Specify Series 1074U Endura-Shield for gloss finish.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning or SSPC-SP3 Power Tool Cleaning

Shop Coat: Manufacturer Standard Primer (or existing coating)	3.0-5.0
2nd Coat: 135 Chembuild	3.0 - 5.0
3rd Coat: 1095-Color Endura-Shield	<u>2.0 - 3.0</u>
	Dry Film Thickness 8.0 - 13.0
	Minimum 9.5 Mils

**4. System 90-97: Zinc/Epoxy/Urethane**

This system offers the added corrosion protection of a zinc rich primer. Series 90-97 Tneme-Zinc is an organic zinc-rich primer that can be used for field touch up of a

zinc primer or for touch up of galvanized surfaces that are damaged.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

Shop Coat: 90-97 Tneme-Zinc	2.5 - 3.5	
2nd Coat: 66HS-Color Hi-Build Epoxoline	2.0 - 3.0	
3rd Coat: 1095 Endurashield	<u>2.0 - 3.0</u>	
	Dry Film Thickness	6.5 - 9.5
	Minimum	8.0 Mils

B. INTERIOR EXPOSURE (NON-IMMERSION)

1. System No.66HS-1: High Build Epoxy

This system will provide chemical and corrosion resistance against abrasion, moisture, corrosion fumes, chemical contact and immersion in non-potable water. Primer coat must be touched-up before second coat is applied. Substitute Series 161HS for low temperature cure or quick recoats. Use this system for interior exposed, non submerged metals.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

Shop Coat: 66HS-1211 Epoxoline Primer	3.0 - 5.0	
2nd Coat: 66HS-Color Hi-Build Epoxoline	<u>4.0 - 6.0</u>	
	Dry Film Thickness	7.0 - 11.0
	Minimum	9.0 Mils

2. System No. 66HS-2: High Build Epoxy (Over OEM Finishes)

This system is to be used over standard manufacturer's primer to offer a high performance epoxy finish. Excellent for areas of rust not able to be completely cleaned.

Surface Preparation: Spot SSPC-SP6 Commercial Blast Cleaning or SSPC- SP11 Power Tool Cleaning to Bare Metal

Shop Coat: Manufacturer's Standard (or existing coating)	1.0 - 2.0	
2nd Coat: 27WB	2.5 - 4.0	
3rd Coat: 66HS-Color Hi-Build Epoxoline	<u>2.0 - 4.0</u>	
	Dry Film Thickness	5.5 - 10.0
	Minimum	7.0 Mils

C. IMMERSION

1. System No. 104-1: High Solids Epoxy (Non-Potable Water)

This system will provide chemical and corrosion resistance for protection against abrasion, moisture, corrosive fumes, chemical contact and immersion in *mild to moderate* Wastewater, such as clarifiers, chlorine contact basins, aeration basins, settling basins and other open top (aerobic) structures. Primer coat must be touched-up before second coat is applied. Scarify the surface before topcoating if the Series 66HS has been exterior-exposed for 60 days or longer. Substitute Series

161HS for low temperature cure or quick recoats.

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning

Shop Coat: 66HS-1211 Epoxoline Primer	3.0 - 5.0	
2nd Coat: 104-Color Hi-Build Epoxoline	6.0-8.0	
3rd Coat: 104-Color Hi-Build Epoxoline	<u>6.0-8.0</u>	
	Dry Film Thickness	15.0 - 21.0
	Minimum	11.0 Mils

2. System No. 20HS-1: Epoxy-Polyamide (Potable Water)

This system meets American Water Works Association AWWA D 102 Inside Paint System Number 1. Series 20HS meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Substitute Series FC20HS for low temperature cure or quick recoats.

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning

Shop Coat:20HS-WH02 Pota-Pox (Tank White)	3.0 - 5.0	
2nd Coat: 20HS-1255 Pota-Pox (Beige)	4.0 - 6.0	
3rd Coat: 20HS-WH02 Pota-Pox (Tank White)	<u>4.0 - 6.0</u>	
	Dry Film Thickness	11.0 - 17.0
	Minimum	12.0 Mils

**3.14 OVERHEAD METAL DECKING, JOIST**

A. INTERIOR EXPOSURE

System No. 115-1: Uni-Bond

This system should be used on ceiling areas where a one-coat system is desired. Can be applied over steel, galvanized and aluminum decking, joist, shop primed beams, conduits and concrete.

Surface Preparation: Surfaces must be dry, clean and free of oil, grease and other contaminates. Allow concrete to cure 28 days.

Coating: 115-Color Uni-Bond	Dry Film Thickness	2.5 - 4.0
-----------------------------	--------------------	-----------

B. EXTERIOR EXPOSURE

System No. 1029-1: Enduratone

This system can be applied over a wide variety of coatings and factory finishes. It can also be applied direct to galvanized aluminum decking, joists, & conduits

Surface Preparation: Pressure clean to remove all dirt, oil, grease, chemicals and foreign contaminates. Remove loose paint and all rust by hand and power tool cleaning (SSPC-SP 2 & 3)

1st Coat:	1029-Color Endura-tone	2.0-3.0
2 <sup>nd</sup> Coat:	1029-Color Enduratone	<u>2.0-3.0</u>
	Dry Film Thickness	4.0-6.0

### 3.16 GALVANIZED STEEL - PIPE AND MISCELLANEOUS FABRICATIONS

#### A. EXTERIOR / (NON-IMMERSION)

System No. 1095-3: Epoxy/High Build Urethane

Series 66HS has excellent adhesion to galvanized steel. This system is highly resistant to abrasion, wet conditions, corrosive fumes and chemical contact. Provides 3-4 times the color and gloss retention of conventional paints. First coat to be same color as or close to the finish color. Specify Series 1074U Endura-Shield for gloss finish.

Surface Preparation: SSPC-SP1 Solvent Cleaning, followed by Sweep Abrasive Blasting (SSPC-SP7)

1st Coat: 66HS-Color Hi-Build Epoxoline	2.0 - 4.0	
2nd Coat: 1095-Color Endura-Shield	<u>2.0 - 4.0</u>	
	Dry Film Thickness	4.0 - 8.0
	Minimum	5.0 Mils

#### B. INTERIOR EXPOSURE (NON IMMERSION) AND ALUMINUM IN CONTACT WITH CONCRETE

System No. 66HS-3: Polyamide Epoxy

Surface Preparation: SSPC-SP1 Solvent Cleaning

1st Coat: 66HS-Color Hi-Build Epoxoline	2.0 - 4.0	
2nd Coat: 66HS-Color Hi-Build Epoxoline	<u>2.0 - 4.0</u>	
	Dry Film Thickness	4.0 - 8.0
	Minimum	5.0 Mils

### 3.18 CONCRETE

#### A. EXTERIOR - ABOVE GRADE

1. System No. 1026-1: Acrylic Emulsion Low Sheen

*If semi-gloss finish is desired, use Series 1029 Tneme-Cryl SG as the second coat.*

Surface Preparation: Allow new concrete to cure for 28 days. Surface must be clean and dry.

1st Coat: 1026-Color Tneme-Cryl	2.0 - 3.0	
2nd Coat: 1026-Color Tneme-Cryl	<u>2.0 - 3.0</u>	
	Dry Film Thickness	4.0 - 6.0
	Minimum	5.0 Mils

2. System No. 156-1: Modified Acrylic Elastomer

If texture is needed, use 157 Enviro-Crete TX (medium texture) For application over previously applied coatings, use TNEMEC Series 151 Elasto-Grip at 1.0 - 2.5 mils DFT prior to the application of Series 156 Enviro-Crete.

Surface Preparation: Surface must be clean and dry.

1st Coat: 156-Color Enviro-Crete	4.0 - 8.0	
2nd Coat: 156-Color Enviro-Crete	<u>4.0 - 8.0</u>	
	Dry Film Thickness	8.0 - 16.0
	Minimum	10.0 Mils

B. EXTERIOR - BELOW GRADE

1. System No. 46-31: Coal Tar-Epoxy

Surface Preparation: Surface shall be clean and dry.

One Coat: 46H-413 Hi-Build Tneme-Tar	Dry Film Thickness	14.0 - 20.0
--------------------------------------	--------------------	-------------

C. EXTERIOR/INTERIOR EXPOSURE (NON-IMMERSION)

1. System No. 1026-2: Acrylic Emulsion, Low Sheen (Interior/Exterior)

This system will provide a decorative coating with good exterior durability, color retention, and a high vapor transmission rate. ***For Semi-Gloss finish, use 1029-Color Tneme-Cryl S/G.***

Surface Preparation: Surface shall be clean and dry. Allow concrete to cure for 28 days.

Block Filler (CMU only): 1254 Epoxoblock	125 SF/GL	
1st Coat: 1026-Color Tneme-Cryl	2.0 - 3.0	
2nd Coat: 1026-Color Tneme-Cryl	<u>2.0 - 3.0</u>	
	Dry Film Thickness	4.0 - 6.0
	Minimum	5.0 Mils

\*Does not include Block Filler

2. System No. 66HS-4: Epoxy-Polyamide (Interior)

***Series 66HS provides excellent protection from abrasion, moisture, corrosive fumes and chemical contact..***

Surface Preparation: Surfaces shall be clean and dry. Allow concrete to cure for 28 days. All surfaces must be clean and dry.

Block Filler (CMU only): 1254 Epoxoblock	125 SF/GL	
1st Coat: 66HS-Color Hi-Build Epoxoline	3.0 - 5.0	
2nd Coat: 66HS-Color Hi-Build Epoxoline	<u>4.0 - 6.0</u>	
	Dry Film Thickness	7.0 - 11.0*
	Minimum	9.0 Mils

\*(Does not include Block Filler)

D. IMMERSION - POTABLE & NON-POTABLE WATER

1. System No. 104-2: High Solids Epoxy (Non-Potable Water). This system will provide chemical and corrosion resistance for protection against abrasion, moisture, corrosive fumes, chemical contact and immersion in *mild to moderate* Wastewater, such as clarifiers, chlorine contact basins, aeration basins, settling basins and other open top (aerobic) structures.

Surface Preparation: Allow new concrete to cure for 28 days. Sweep abrasive blast per SSPC-SP13 to remove all laitance, fines, curing compounds, form release oils, and other contaminants, and to establish a surface profile equal to ICRI CSP 5 or greater.

Apply Tnemec Series 218 to all surfaces at a minimum of 1/16" to re-surface concrete, fill voids and bugholes, mitigate concrete outgassing, and to create a monolithic, paintable surface.

1st Coat: 104-1255 H.S. Epoxy Primer	6.0 - 8.0
2nd Coat: 104 Color H.S. Epoxy	<u>6.0 - 8.0</u>
3 <sup>rd</sup> Coat: 104 Color H.S. Epoxy	<u>6.0-8.0</u>
	Dry Film Thickness 18.0 - 240.0
	Minimum 20.0 Mils

2. System No. 20HS-2 Epoxy-Polyamide (Potable Water)

This system meets American Water Works Association AWWA D 102 Inside System No. 1. Series 20HS meets the requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61.

Surface Preparation: Allow new concrete to cure for 28 days. Sweep abrasive blast per SSPC-SP13 to remove all laitance, fines, curing compounds, form release oils, and other contaminants, and to establish a surface profile equal to ICRI CSP 5 or greater.

Apply Tnemec Series 218 to all surfaces at a minimum of 1/16" to re-surface concrete, fill voids and bugholes, and to create a monolithic, paintable surface.

1st Coat: 20HS-15BL Pota-Pox	4.0 - 6.0
2nd Coat: 20HS-1255 Pota-Pox Finish	<u>4.0 - 6.0</u>
3 <sup>rd</sup> Coat: 20HS -15BL	<u>4.0-6.0</u>
	Dry Film Thickness 12.0 - 17.0
	Minimum 13.0 Mils

E. INTERIOR EXPOSURE (NON-IMMERSION)

1. System No. 66HS-5: High Solids Epoxy

This system will produce a slick, tile-like finish that has excellent chemical and water resistance. Surface will be easy to clean.

Surface Preparation: Allow new concrete to cure for at least 28 days. Surface to be clean and dry.

1st Coat: 66HS-Color H.S. Epoxy	6.0 - 8.0
2nd Coat: 66HS-Color H.S. Epoxy	<u>6.0 - 8.0</u>
Dry Film Thickness	12.0 - 16.0
Minimum	14.0 Mils

2. System No. 113-1: Acrylic-Epoxy Semi-Gloss

This system will provide high performance and can be applied directly over existing coatings without lifting. Can be used when low odor is required during application. Specify Series 114 Tneme-Tufcoat for Gloss Finish.

Surface Preparation: Allow new concrete to cure for at least 28 days. Surface must be clean and dry.

One or Two Coats: 113-Color Tneme-Tufcoat

Dry Film Thickness 4.0 - 6.0

3.19 CONCRETE FLOORS

A. EPOXY FLOOR COATINGS

1. System No. 290-1: Epoxy- Chemical Resistant Urethane

*This system will provide a durable, long-wearing coating that bonds tightly to concrete and stands up under heavy foot traffic, frequent cleaning, spillage of water, oil, grease, or chemical, and UV Exposure.*

Surface Preparation: Allow new concrete to cure for 28 days. Mechanically abrade or Sweep Abrasive Blast Cleaning

Moisture vapor transmission should not exceed three lbs per 1,000 sq ft in a 24 hour period. (Reference ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.") Relative humidity should not exceed 80%. (Reference ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes.")

**Note: For moisture content up to 10 lbs per 1,000 sq ft or relative humidity up to 90%, Series 208 may be substituted for Series 201 as the primer.**

1st Coat: 201- Epoxoprime	5.0-7.0
2nd Coat: 237-Color Tneme-Glaze	<u>8.0-10.0</u>
3 <sup>rd</sup> Coat: 290 CRU	<u>2.0-3.0</u>
Dry Film Thickness	15.0- 20.0
Minimum	17.0 Mils

For a non-skid finish, broadcast 30-50 mesh clean, dry silica sand into the 2nd coat at a rate of 5 lbs per 150 square feet.

2. System No. 241/222: Decorative Quartz Flooring (Non-Slip)

This system provides a decorative, chemical, abrasion, impact resistant, non-slip, seamless flooring system with a moisture mitigating base coat that resists up to 20 lbs of moisture vapor pressure.

Surface Preparation: Allow new concrete to cure for 28 days. Mechanically abrade or Sweep abrasive Blast to provide a minimum surface profile equal to ICRI CSP3

1st Coat: 241 Ultra-Tread MVT	70 square feet per small kit
2nd Coat: 222 Deco-Tread	(1 ct. @ 1/16" ea.)
3rd Coat: 284 Tneme-Glaze (clear)	<u>8.0 - 12.0</u>
	Minimum Dry Film Thickness 1/8"+

### 3.20 POROUS MASONRY

#### A. EXTERIOR/INTERIOR EXPOSURE

##### 1. System No. 156-2: Modified Epoxy - Sand Texture

Modified Waterborne Acrylate. This system offers long term protection against wind-driven rain, mold/mildew growth, chalking & fading, and bridges hairline cracks.

Surface Preparation: Surface shall be clean and dry.

1st Coat: 157-Color Envirocrete	6.0-9.0
2nd Coat: 157 Envirocrete	6.0-9.0
Dry Film Thickness	12.0-18.0
Minimum DFT:	14.0 mils

##### 2. System No. 104-3: High Solids Epoxy (Interior Only)

This system will produce a film thickness of 16 mils. The surface will be tile-like for easy cleaning and will provide protection against chemical attack, corrosive fumes, high humidity and wash down. Backroll first coat to fill porosity.

Surface Preparation: Surface to be clean and dry.

1st Coat: 104-Color H.S. Epoxy	8.0 - 10.0
2nd Coat: 104-Color H.S. Epoxy	<u>8.0 - 10.0</u>
Dry Film Thickness	16.0 - 20.0
Minimum	18.0 Mils

##### 3. System No. 113-2: Acrylic-Epoxy Semi-Gloss (Interior Only)

Series 113 Tneme-Tufcoat has very low odor and can be used when painting in occupied areas.

***Specify Series 114 Tneme-Tufcoat for a gloss finish.***

Surface Preparation: Surface must be clean and dry.

1st Coat: 1254 Epoxoblock WB	125 SF/Gal
2nd Coat: 113-Color Tneme-Tufcoat*	<u>4.0 - 6.0</u>
	**4.0 - 6.0

\* ***Two coats may be required if applied by roller***  
 \*\* ***Total Dry Film Thickness of Topcoats Only***

4. System No. 156-3: Modified Acrylic Elastomer

If texture is needed, use 157 Enviro-Crete TX For application over previously applied coatings, use TNEMEC 151 Elasto-Grip at 1.0 - 2.5 mils DFT in lieu of Series 1254.

Surface Preparation: Surfaces must be clean and dry.

1st Coat: 1254 Epoxoblock WB	125 SF/Gal
2nd Coat: 156-Color Enviro-Crete	4.0 - 8.0
3rd Coat: 156-Color Enviro-Crete	<u>4.0 - 8.0</u>
Dry Film Thickness	8.0 - 16.0
Minimum	10.0 Mils

**3.21 GYPSUM WALLBOARD**

A. INTERIOR EXPOSURE

1. System No. 113-3: Acrylic-Epoxy

Surface Preparation: Surface must be clean and dry.

1st Coat: 51PVA Sealer	1.0 - 2.0
2nd Coat: 113 H.B. Tneme-Tufcoat*	<u>4.0 - 5.0</u>
Dry Film Thickness	5.0 - 7.0
Minimum	6.0 Mils

\*Two coats may be required if application is by brush and roller.

2. System No. 66HS-5: Hi-Build Epoxoline

Surface Preparation: Surface must be clean and dry.

1st Coat: 51PVA Sealer	1.0 - 2.0
2nd Coat: 66HS-Color Hi-Build Epoxoline*	<u>4.0 - 6.0</u>
Dry Film Thickness	5.0 - 8.0
Minimum	5.0 Mils

\*Two coats may be required if applied by roller

3. System No. 1026--3: Acrylic Emulsion, Low Sheen (Interior/Exterior Exposure)

This system is designed for mild use areas like office walls, laboratory ceilings, stairwells, etc. For Semi-Gloss finish, use 1029-color Tneme-Cryl S/G.

Surface Preparation: Surface must be dry and clean.

1st Coat: 1026-Color Tneme-Cryl	2.0 - 3.0
2nd Coat: 1026-Color Tneme-Cryl	<u>2.0 - 3.0</u>
Dry Film Thickness	4.0 - 6.0
Minimum	5.0 Mils

**3.22 WOOD**

**A. EXTERIOR/INTERIOR EXPOSURE**

1. System No. 1029-2: Acrylic Emulsion Semi-Gloss

*Specify Series 1028 Hi-Build Tneme-Gloss for High Gloss finish.*

Surface Preparation: Surface shall be clean and dry.

1st Coat: 10-99W Undercoater	2.0-3.0	
2nd Coat: 1029 Enduratone	1.5 - 3.5	
3rd Coat: 1029 Enduratone	<u>1.5 - 3.5</u>	
	Dry Film Thickness	5.0 - 10.5
	Minimum	6.0 Mils

**3.23 PVC PIPE**

**A. EXTERIOR OR INTERIOR**

System No. 1095-4: Acrylic Polyurethane

Surface Preparation: SSPC-SP1 followed by hand or power sanding to scarify / degloss surface.

Two Coats: 1095 Endurashield      Dry Film Thickness    2.0-3.0 mils per coat.

**3.24 INSULATED PIPE**

**A. INTERIOR EXPOSURE**

System No. 1026-4: Acrylic Emulsion, Low Sheen

*For semi-gloss finish, use 1029-Color Tneme-Cryl S/G.*

Surface Preparation: Surface shall be clean and dry.

1st Coat: 1026-Color Tneme-Cryl	2.0 - 3.0	
2nd Coat: 1026-Color Tneme-Cryl	<u>2.0 - 3.0</u>	
	Dry Film Thickness	4.0 - 6.0
	Minimum	5.0 Mils

**3.25 HIGH HEAT COATING**

**A. EXTERIOR/INTERIOR EXPOSURE**

1. System No. 1528-1: Inert Multipolymeric Matrix (1200 deg F Maximum)

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning - 1.5 Mil Surface Profile

1st Coat: 1528-Color Endura-Heat DTM	2.0-4.0	
2nd Coat: 1528-Color Endura-Head DTM	<u>2.0-4.0</u>	
	Dry Film Thickness	4.0-6.0

**3.26 SURFACES EXPOSED TO H2S/H2SO4 (SEVERE EXPOSURE/IMMERSION)**

**A. CEMENTITIOUS SURFACES**

System No. 434-1: Polyamine Epoxy Mortar system

Surface Preparation: Allow new concrete to cure for 28 days. Sweep abrasive blast per SSPC-SP13 to remove all laitance, fines, curing compounds, form release oils, and other contaminants, and to establish a surface profile equal to ICRI CSP 5 or greater.

Apply Tnemec Series 218 to all surfaces at a minimum of 1/16" to re-surface concrete, fill voids and bugholes, mitigate concrete outgassing, and to create a monolithic, paintable surface.

1st Coat: 434 Perma-Shield	125 mils
2nd Coat: 435 Perma-Glaze	<u>18.0-20.0</u>
Dry Film Thickness	143-145
Minimum	144.0

**B. FERROUS METAL SURFACES**

System No. 142-1: Flake /Aluminum Oxide Filled Polyamine Epoxy

Surface Preparation: SSPC-SP-10 Near White Metal Blast Cleaning (1.5 Mil Profile)

1st Coat: Series 1 Omnithane	2.5-3.5
2nd Coat: 142 Epoxoline	<u>14 - 18.0</u>
Dry Film Thickness	16.0 - 23.5.0
Minimum	20.0 Mils

**3.27 EXTERIOR OF PRESTRESSED CONCRETE TANKS**

**A. System No. 156-4: New Tanks**

Surface Preparation: Allow new concrete to cure for at least (3) days. Surface to be clean and dry.

1st Coat: 156-Color Envirocrete	4.0 - 6.0
2nd Coat: 156-Color Envirocrete	<u>4.0 - 6.0</u>
Dry Film Thickness	8.0 - 12.0
Minimum	10.0 Mils

**B. System No. 156-5: Existing Tanks (Previously Painted)**

Surface Preparation: Remove all dirt, oil, grease, chalk, and loose paint per high pressure water blast (min. 3500 psi).

1st Coat: 151 Elasto-Grip	1.0 - 2.5
Stripe Coat: Stripe all hairline cracks with a brushed coat of Series 156 Envirocrete	3.0 - 5.0

Topcoat: 156-Envirocrete

4.0 - 6.0  
Dry Film Thickness (Cracks) 8.0 - 13.5  
Dry Film Thickness (Other) 5.0 - 8.5

### 3.28 SECONDARY CONTAINMENT AREAS

#### A. System No. 239SC-1: Modified Novolac Epoxy

**This system offers superior chemical resistance to a wide range of aggressive chemicals, including Sulfuric Acid, Hydrofluosilicic Acid, Sodium Hydroxide, Sodium Hypochlorite, Polymer Emulsion, and hydrocarbons.**

Surface Preparation: Allow new concrete to cure for 28 days. Sweep abrasive blast per SSPC-SP13 to remove all laitance, fines, curing compounds, form release oils, and other contaminants, and to establish a surface profile equal to ICRI CSP 5 or greater.

Moisture vapor transmission should not exceed three lbs per 1,000 sq ft in a 24 hour period. (Reference ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.") Relative humidity should not exceed 80%. (Reference ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes.") Note: For moisture content up to 10 lbs per 1,000 sq ft or relative humidity up to 90%, Series 241 may be substituted for the primer. Refer to the Series 241 product data sheet for more information.

Apply Tnemec Series 218 to all vertical surfaces at a minimum of 1/16" to re-surface concrete, fill voids and bugholes, and to create a monolithic, paintable surface.

Apply Tnemec Series 215 or 218 as needed to fill voids in horizontal surfaces.

Primer: Tnemec Series 239SC RCK	6.0-8.0
Basecoat: Tnemec Series 239SC MCK	60.0-80.0
Fiberglass Mat: Tnemec Series 211-0215SC	NA
Saturant Coat: Tnemec Series 239SC RCK	10.0-12.0
Top Coat: Tnemec Series 282	8.0-10.0
Dry Film Thickness	84.0-110.0

**Notes:**

1. See Tnemec's *Fiberglass Mat Reinforced Mortar Application Guide for System details*
2. Series 282 is not color stable. For extended color and gloss retention, apply a finish coat of Tnemec Series 290 CRU @ 2.0-3.0 mils DFT

#### B. System No. 61-1: Cycloaliphatic Amine Epoxy

**This system offers superior resistance to gasoline, diesel fuel, and other hydrocarbons. Use TNE MEC Series 215 between coats as a filler and surfacer wherever it is required.**

**Surface Preparation:** Allow new concrete to cure for 28 days. Sweep abrasive blast per SSPC-SP13 to remove all laitance, fines, curing compounds, form release oils, and other contaminants, and to establish a surface profile equal to ICRI CSP 5 or greater.

Moisture vapor transmission should not exceed three lbs per 1,000 sq ft in a 24 hour period. (Reference ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission

Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.") Relative humidity should not exceed 80%. (Reference ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes.") Note: For moisture content up to 10 lbs per 1,000 sq ft or relative humidity up to 90%, Series 241 may be applied prior to the "Primer" coat. Refer to the Series 241 product data sheet for more information.

Apply Tnemec Series 218 to all *vertical* surfaces at a minimum of 1/16" to re-surface concrete, fill voids and bugholes, mitigate concrete outgassing, and to create a monolithic, paintable surface.

Apply Tnemec Series 215 or 218 as needed to fill voids in *horizontal* surfaces.

Primer: 61-5002 Tneme-Liner (Beige)	8.0 - 12.0
Topcoat: 61-5001 Tneme-Liner (Gray)	<u>8.0 - 12.0</u>
Dry Film Thickness	16.0 - 24.0

### 3.29 CLEAR WATER REPELLENT FOR CONCRETE, MASONRY AND BRICK

#### A. Silane /Siloxane Sealer (Min. 42% Solids)

Surface Preparation: Allow new concrete to cure 28 days. All surfaces must be clean, dry, and free of oils, curing compounds, form release oils, and other contaminants that might interfere with the penetration of the sealer.

COATING: BRICK, CONCRETE  
Tnemec Series 662 ....Two Coats @ 75-200 SF/GAL

SPLIT FACED OR POROUS MASONRY  
Tnemec Series 662..... Two Coats @ 35-100 SF/GAL

### 3.30

### 3.31 CANAL PIPE (AERIAL) CROSSINGS

#### A. System 701-1: NEW. Zinc/Epoxy/Fluoropolymer for New Pipe or Existing Pipe Requiring Removal of Existing Coatings

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

Primer: 90-97 Tneme-Zinc	2.5 - 3.5
2nd Coat: 66HS-Color Hi-Build Epoxoline	2.0 - 3.0
3rd Coat: 701-Color Hydroflon	<u>2.0 - 3.0</u>
Dry Film Thickness	6.5 - 9.5
Minimum	8.0 Mills

#### B. System No. 701-2: EXISTING. High Build, Semi- Gloss Fluoropolymer for Marginally Cleaned Surfaces or Topcoating Over Existing Systems

Surface Preparation: High Pressure Water Blast (min. 3500 psi) or Solvent Clean (SSPC-SP1) and Spot Hand or Power Tool Clean (SSPC-SP 2 - 3) or Brush Blast (SSPC-SP7). Existing coatings must be clean, dry and tightly adhering prior to application of coatings.

Spot Coat: 135-Color Chembuild	3.0 - 5.0
--------------------------------	-----------

Prime Coat: 135-Color Chembuild  
2nd Coat: 701-Color Hydroflon

3.0-5.0  
2.0 - 3.0

Minimum Dry Film Thickness (NIC Spot Coat)? 6.0

### 3.32 PROJECT DESIGNER SYSTEMS REFERENCE GUIDE

#### A. STEEL

##### EXTERIOR (NON-IMMERSION)

- A.1 System No. 1095-1-1: Epoxy/High Build Urethane
- A.2 System No. 1095-2: High Build Urethane
- A.4 System 90-97: Zinc/Epoxy/Urethane

##### INTERIOR EXPOSURE (NON-IMMERSION)

- B.1 System No. 66HS-1: High Solids Epoxy
- B.2 System No. 66HS-2: High Build Epoxy

##### IMMERSION

- C.1 System No. 104-1: High Solids Epoxy (Non-Potable)
- C.2 System No. 20HS-1: High Build Epoxy (Non-Potable)
- C.3

#### B. OVERHEAD METAL DECKING, JOIST (INTERIOR EXPOSURE)

System No. 115-1: Uni-Bond

#### C. OVERHEAD METAL DECKING, JOINT (EXTERIOR EXPOSURE)

System No. 1029-1 Enduratone

#### D. GALVANIZED STEEL-PIPE AND MISCELLANEOUS FABRICATORS

System No. 1095-3: Epoxy/High Build Urethane

#### E. GALVANIZED STEEL-INTERIOR EXPOSURE (NON-IMMERSION) AND ALUMINUM IN CONTACT WITH CONCRETE

System No. 66HS-3: Polyamide Epoxy

#### F.

#### G.

#### I. CONCRETE

##### EXTERIOR-ABOVE GRADE

- A.1 System No. 1026-1: Acrylic Emulsion Low Sheen
- A.2 System No. 156-1: Modified Acrylic Elastomer

EXTERIOR-BELOW GRADE

- B.1 System No. 46-61: Coal Tar Pitch Solution
- B.3

EXTERIOR/INTERIOR EXPOSURE (NON-IMMERSION)

- C.1 System No. 1026-2: Acrylic Emulsion Low Sheen
- C.2 System No. 66HS-4: Epoxy-Polyamide

IMMERSION (POTABLE & NON-POTABLE)

- D.1 System No. 104-2: High Solids Epoxy (Non-Potable)
- D2 System No. 20HS-2: Epoxy Polyamide (Potable)

INTERIOR EXPOSURE (NON-IMMERSION)

- E.1 System No. 66HS-5: High Solids Epoxy
- E.2 System No. 113-1: Acrylic Epoxy Semi-Gloss

J. CONCRETE FLOORS

- A.1 System No. 290-1: Epoxy-Polyamide
- A.5 System No. 241/222: Decorative / Functional Flooring (Non-Slip)

K. POROUS MASONRY - EXTERIOR/INTERIOR EXPOSURE

- A.1 System No. 156-2: Modified Epoxy-Sand Texture
- A.2 System No. 104-3: High Solids Epoxy (Interior Only)
- A.3 System No. 113-2: Acrylic Epoxy Semi-Gloss (Interior Only)
- A.4 System No. 156-3: Modified Acrylic Elastomer

L. GYPSUM WALLBOARD

- A.1 System No. 113-3: Acrylic Epoxy
- A.2 System No. 66HS-5: Hi-Build Epoxoline
- A.3 System No. 1026-3: Acrylic Emulsion, Low Sheen

M. WOOD EXTERIOR/INTERIOR EXPOSURE

- A.1 System No. 1029-2: Acrylic Emulsion Semi-Gloss
- A.2 System No. 6-5: Acrylic Latex

N. PVC PIPE EXTERIOR/INTERIOR EXPOSURE

- A.1 System No. 1095-5: Acrylic Polyurethane

O. INSULATED PIPE-INTERIOR EXPOSURE

- A.1 System No. 1026-4: Acrylic Emulsion, Low Sheen

P. HIGH HEAT SURFACES-FERROUS METAL

A.1 System No. 1528-1: Silicone Aluminum (1200deg F Maximum)

Q. SURFACES EXPOSED TO H<sub>2</sub>S/H<sub>2</sub>SO<sub>4</sub> (SEVERE EXPOSURE/IMMERSION)

A.1 System No. 434-1: Polyamine Epoxy Mortar Systems

A.2 System No. 142-1: Flake / Aluminum Oxide Filled Polyamine Epoxy

R. EXTERIOR OF PRESTRESSED CONCRETE TANKS

A. System 156-4 New Tanks

B. System 156-5: Existing Tanks (Previously Painted)

S. SECONDARY CONTAINMENT AREAS

A. System No. 239SC-1: Modified Novolac Epoxy

B. System No. 61-1: Cycloaliphatic Amine Epoxy

T. CLEAR WATER REPELLENT FOR CONCRETE, MASONRY AND BRICK

A. Silane /Siloxane Sealer (Min. 42% Solids)

V. CANAL PIPE (AERIAL) CROSSINGS

A. System No. 701-1: Zinc/Epoxy/Fluoropolymer

B. System No. 701-2: High Build/Fluoropolymer

C. Ductile Iron Pipe Above Grade: Series 66 High Build Epoxy

**3.33 COATING SCHEDULE - TO BE DEVELOPED BY PROJECT AS NEEDED**

**END OF SECTION**

## SECTION T09970 SURFACE PROTECTION SPRAY SYSTEM

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to install and test the coating system complete and ready for operation for the structures listed in the specifications and as shown on the Drawings.
- B. The work includes coating of all surfaces as shown and specified on the Drawings. This includes, but is not limited to stairs, walls, floors, concrete divider, concrete slabs, manholes wet wells, and all other work obviously required to be coated unless otherwise specified herein or on the Drawings. The omission of minor items in the Schedule of Work shall not relieve the Contractor of his obligation to include such items where they come within the general intent of the Specification as stated herein.

#### 1.02 RELATED WORK

- A. Bypass pumping is the responsibility of the General Contractor.
- B. Concrete surface cleaning in each lift station is the responsibility of the General contractor.
- C. Removal and offsite disposal of rubble is the responsibility of the General Contractor.

#### 1.03 SUBMITTALS

- A. Submit to the County shop drawings and schedules of all surfacing systems and appurtenances required. Submit design data and specification data sheets listing all parameters used in the surfacing system design and thickness calculations based on applicable provisions of ASTM.
- B. Submit to the County the name of the surfacing supplier, a list of materials to be furnished, and the qualification (per 1.05 A) of the application contractor.

#### 1.04 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)  
  
ASTM D-638  
ASTM D-790
- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

#### 1.05 QUALIFICATIONS

- A. The Contractor performing the surfacing work shall be fully qualified, experienced a minimum of seven years and equipped to complete this work expeditiously and in a satisfactory manner. The Contractor shall submit the following information to the County for review and approval before any surfacing work is performed.

1. The number of years of experience in performing this type of specialized work must be seven years minimum.
  2. Name of the surfacing manufacturer and supplier for this work and previous work listed below. The Contractor shall be an approved installer as certified and licensed by the surfacing manufacturer and equipment supplier.
  3. A list of clients that the Contractor has performed this type of work.
    - a. The list shall contain names and telephone numbers of persons who can be called to verify previous satisfactory performance.
    - b. Installation dates and a description of the actual work performed.
    - c. The surfacing manufacturer shall provide an installation list of his product used for similar sewer rehabilitation projects. The list shall provide the same information as required in paragraphs 3.a and 3.b above.
- B. The County reserves the right to approve or disapprove the Contractor, based on the submitted qualifications.

**1.06 GUARANTEE**

All surfacing shall be guaranteed by the Contractor for a period of five years from the date of acceptance. During this period, all defects discovered in the surfacing, as determined by the County, shall be repaired or replaced in a satisfactory manner at no cost to the County, this shall include, but is not limited to, all work and costs associated with the shut down of any pump stations and all bypass operations needed for the proper repairs to be made.

**1.07 QUALITY ASSURANCE**

- A. All surfacing products shall be from a single manufacturer. The supplier shall be responsible for the provisions of all test requirements specified in ASTM Standards D-638 and D-790 as applicable.
- B. The Contractor shall employ specialty workers who have proven ability to perform the Work included herein. This will consist of a minimum of two years or two project experiences installing this product. This is a requirement for each and every employee.

**1.08 DELIVERY, STORAGE AND HANDLING**

- A. Care shall be taken in shipping, handling and placing to avoid damaging. Any material damaged in shipment shall be replaced as directed by the County.
- B. Any material showing deterioration, or which has been exposed to any other adverse storage condition that may have caused damage, even though no such damage can be seen, shall be marked as rejected and removed at once from the work.

**PART 2 PRODUCTS**

**2.01 GENERAL**

- A. The material sprayed onto the surface shall be a urethane resin system formulated for the

application within a sanitary sewer environment. The urethane will exhibit suitable corrosion resistance to corrosive gases and fluids found within domestic sanitary sewage. Unless dictated by varying effluent, the spray system shall be a urethane and exhibit the cured physical strengths specified herein.

- B. When cured, the surface coating shall form a continuous, tight-fitting, hard, impermeable surfacing data which is suitable for sewer system service and chemically resistant to any chemicals or vapors normally found in domestic sewage.
- C. The surface shall be an integral part of the structure being rehabilitated after being placed and cured. The surface shall cover the complete interior of the existing structure. The surface shall provide a continuous watertight seal or barrier.
  - 1. The surface shall effectively seal the interior surfaces of the structure and prevent any penetration or leakage of groundwater infiltration.
  - 2. Provide water resistance data on surface based on ASTM Standards.
  - 3. The surface shall be compatible with the thermal conditions of existing sewer lift stations and manholes. Surface temperature will range from 30 to 80 degrees F. Provide test data on thermal compatibility based on ASTM Standards.

**2.02 MATERIALS**

- A. Approved materials include
  - 1. Aquatapoxy A-6 and Raven 405 epoxy by Raven Lining Systems
  - 2. Green Monster
  - 3. Sauereisen 210 system (210T & 210GL - Manatee County Light Brown Formula)

- B. Polyurethane spray application shall comply with the following specifications:

The cured urethane system shall conform to the minimum physical standards, as listed below. The long-term data is for a 50-year design life of the process.

<u>Cured Urethane</u>	<u>Standard</u>	<u>Long-Term Data</u>
Tensile Stress	ASTM D-638	5,000 psi
Flexural Stress	ASTM D-790	10,000 psi
Flexural Modulus	ASTM D-790	550,000 psi

- C. Epoxy spray application shall be 100% VOC free / 100% solids.

**PART 3 EXECUTION**

**3.01 SURFACE PREPARATION**

- A. The contractor shall clean each structure and shall dispose of any resulting material.
- B. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

- C. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.
- D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the protective coating to be applied.
- E. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate. Generally, this can be achieved with a high pressure water cleaning using equipment capable of 5,000 psi at 4 gpm. Other methods such as abrasive blasting, shotblasting, grinding, scarifying or acid etching may also be used. Detergent water cleaning and hot water blasting may be necessary to remove oils, grease or other hydrocarbon residues from the concrete. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound clean neutralized surface that is not excessively damaged.
- F. A concrete structure suitably prepared for coating shall have all loose, soft, discolored or otherwise deteriorated material removed from the manhole and the surface profile of the manhole shall be in accordance with ICRI Guidelines No. 03732. Expose aggregate and obtain a uniform surface texture resembling an ICRI - CPS (Concrete Surface Profile) #4-6. The County may use one or more of the following observations/tests to determine whether the manhole substrate has been properly cleaned and prepared:
  - a. Visual appearance of the manhole - The prepared substrate shall have the appearance of sound concrete, free from discolored, white, chalky and cracked areas.
  - b. Aural observations - When struck with a metal hammer or similar metal tool, the prepared substrate shall exhibit the characteristic sound of solid, competent concrete (or brick). Care should be taken not to fracture sound concrete.
  - c. Mechanical abrasion tests - The substrate should be competent enough such that it cannot be scraped off with the claw of a hammer or similar metal tool.
  - d. pH testing - The County may use wetted litmus paper applied to the surface of the substrate to ensure that the pH of the substrate is 7 or higher.
  - e. Phenolphthalein testing - The County may apply a few drops of phenolphthalein to the surface of the concrete, which if the concrete is competent should yield a purple color.
- G. The County is not obligated to use all of the above tests, but may do so at the County's sole discretion. Often visual, mechanical and/or aural observations and tests alone will be adequate, but the pH and/or phenolphthalein tests may be used if there is still some uncertainty.
- H. If after cleaning, a new or existing manhole does not meet these requirements, the County shall have authority to require additional cleaning effort and/or increased blasting pressure as required to adequately prepare the manhole. If necessary, the County may also require acid etching of the concrete surface to create the desired texture. For existing manholes, the County may also require mechanical removal of deteriorated concrete or other substrate materials.
- I. A mild chlorine solution may be used to neutralize the surface to diminish microbiological bacteria growth prior to final rinse and coating system if approved by the Manufacturer's Representative.
- J. The time between structure cleaning and preparation activities and application of the first coating layer shall be within the coating manufacturer's recommendation.

- K. All infiltration shall be stopped by using a material which is compatible with and is suitable for topcoating with the specified protective coating.
- L. The area between the manhole and the manhole ring and any other area that might exhibit movement or cracking due to expansion and contraction, shall be grouted with a flexible grout or gel before surface coating spray application.
- M. All surfaces should be inspected by the Inspector during and after preparation and before the repair material is applied.
- N. No separate payment shall be made for any preparatory work required prior to application of the surface coating.

### 3.02 **INSTALLATION**

- A. The Contractor shall notify the Project Manager at least 48 hours in advance, giving the date, start time and estimated completion time for the work being conducted.
- B. The Contractor shall provide bypass pumping of sewage flows (as required) where and when the rehabilitation work is being performed. No flows will be permitted in the structure until the spray coating has properly cured to the manufactures specifications.
- C. The installation of the surface coating shall be in complete accordance with the applicable provisions of ASTM and the manufacturer's specifications. A representative of the manufacturer shall be present during the actual installation.
  - 1. Prior to placing the surface coating, the manufacturer's representative must approve the surface preparation work and installation conditions including temperatures.
  - 2. All surfaces shall be sufficiently smooth and even, to ensure good flow handling characteristics when complete.
  - 3. All surfaces shall have the surface coating applied to the required thickness by spray application.
- D. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.
- E. The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.
- F. The protective coating material must be spray applied by a Certified Applicator of the protective coating manufacturer.
- G. Polyurethane spray application shall be applied such that all surfaces shall be coated in accordance with the manufactures recommended thickness but not be less than 125 mils.
- H. Epoxy spray application shall be applied such that all surfaces shall be coated in accordance with the following:

1. Specified surfaces shall be coated by spray application of a moisture tolerant, solvent-free, 100% solids, epoxy protective coating as further described herein. Spray application shall be to a minimum wet film thickness in accordance with the following table or manufacturer's recommendation, whichever is greater:

Concrete, New/Smooth	80-100 mils for immersion, 60-80 mils for atmospheric, splash and spill exposure
Concrete, Rough	100-125+ mils
Masonry/Brick	125-150+ mils
Steel	16-80 mils for immersion, 16-40 mils for atmospheric, splash and spill exposure; also profile dependent
Fiberglass Systems	40-60 mils tack coat, 9 oz/yd <sup>2</sup> fabric, 40-60 mils top coat. Varies with circumstances

2. Airless spray application equipment approved by the coating manufacturer shall be used to apply each coat of the protective coating. Air assisted spray application equipment may be acceptable, especially for thinner coats (<10 mils), only if the air source is filtered to completely remove all oil and water.
3. If necessary, subsequent topcoating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, ideally within 12 hours but no later than the recoat window for the specified products. Additional surface preparation procedures will be required if this recoat window is exceeded.

**3.03 FIELD TESTING AND ACCEPTANCE**

- A. Field acceptance of surface coatings shall be based on the County's evaluation of the proper surfacing of the structure and the appropriate installation and curing test data along with review of the structure inspections.
- B. The surface coatings shall provide a continuous monolithic surfacing with uniform thickness throughout the structure interior. If the thickness of the coating surface is not uniform or is less than specified, it shall be repaired or replaced at no additional cost to the County.
  1. The County will measure the surface cured thickness from a specimen retrieved by the Contractor. The Contractor shall retrieve the specimen by physically cutting through the surfacing (by drilling or coring). There will be up to three thickness measurement locations in each structure. A suitable non-destructive type of thickness measurement may also be used.
  2. All the surface coating thickness measurement locations shall be repaired by the Contractor in accordance with the manufacturer's recommendations. These repairs shall be included in the five year surface coating guarantee.
- C. All pipe connections shall be open, clear, and watertight.

- D. There shall be no cracks, voids, pinholes, uncured spots, dry spots, lifts, delaminations or other type defects.
- E. If any defective surface coating is discovered after it has been installed, it shall be repaired or replaced in a satisfactory manner within 72 hours and at no additional cost to the County. This requirement shall apply for the entire five year guarantee period.

**END OF SECTION**

**DIVISION T15 MECHANICAL**

**SECTION T15400 PLUMBING**

**PART 1 GENERAL**

**1.01 SCOPE OF WORK**

Furnish all labor, materials, equipment and incidentals necessary for complete installation of a plumbing system complete and ready for use.

**1.02 GENERAL**

- A. The general arrangement of the plumbing shall be as indicated on the Drawings. Detached drawings of proposed departures shall be submitted to the County for approval prior to the start of work. The Contractor shall carefully examine the Drawings and shall be responsible for the proper fittings of materials and equipment in each building. All work shall comply with local code requirements.
- B. Plumbing fixtures, devices and pipe shall be installed in such a manner to prohibit a cross connection or interconnection between a potable water supply and a polluted supply. The plumbing installation shall further prohibit the backflow of sewage, polluted water, or waste into the water supply system. Potable water hose bibs shall include vacuum breaker installation.
- C. Required materials not covered by the detailed Specifications shall meet the requirements of the local Plumbing Code, other applicable State and Local Ordinances and Codes, and shall conform to accepted plumbing practice.
- D. Drainage connections shall be trapped except as noted. The service line to each item of equipment shall be equipped with a cutoff valve and union for isolation of the item for repair and maintenance. Interference with the operation of other equipment or fixtures during repair or maintenance work is prohibited. The Contractor shall coordinate all work called for in the Contract Documents including, but not limited to furnishing the equipment with the services under this Section of the Specifications.
- E. The Drawings show a general concept of the plumbing system, but are not intended to show all of the offsets, fittings and accessories that may be required. The Contractor shall carefully investigate the structural and finish conditions affecting all his work and shall arrange such work accordingly, furnishing such fittings, traps, valves and accessories as may be required to meet such conditions, at no additional cost to the County.
- F. The work shall be carefully laid out in advance and no excessive cutting of construction will be permitted. Damage to buildings, piping, wiring, or equipment as a result of cutting for installation shall be repaired by mechanics skilled in the trade involved, at no additional cost to the County.
- G. Pipe openings shall be closed with caps or plugs during installation. Fixtures and equipment shall be tightly covered and protected against dirt, water and chemical or mechanical injury. Upon completion of all work, the fixtures, materials and equipment shall be thoroughly cleaned, adjusted and operated.

**1.03 SUBMITTALS**

- A. The Contractor shall submit to the County for review and approval in accordance with the Contract Documents: complete shop drawings, working drawings, and product data for all materials and equipment furnished under this Section.

#### **1.04 CODES, ORDINANCES AND PERMITS**

- A. The Contractor shall comply with all of the laws, ordinances, and codes, rules and regulations of the local and state authorities having jurisdiction over any of the work specified herein. He shall apply and pay for all necessary permits.
- B. If any part of the Plans and Specifications conflict with the laws and codes, the Contractor shall call it to the County's attention prior to the commencement of work.

#### **1.05 GUARANTEE**

- A. The Contractor shall warrant all labor and materials free from defects for a period of one (1) year from the date of acceptance and shall, upon notification during this period, promptly repair or replace any defective items of material or equipment at no additional cost.

#### **1.06 ACCESSIBILITY**

- A. The Contractor shall inform himself fully regarding the peculiarities and limitations of the space available for the installation of all material in this Contract.
- B. The Contractor shall install the equipment, such as valves, traps, clean-outs, etc., so that it is readily accessible. He shall provide access panels where required. The foregoing shall also apply in general to any part of the system which may be necessary to be reached from time to time for maintenance and operations of the system.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Unless otherwise specified, all materials shall conform to the South Florida Plumbing Code.
- B. The revision of the particular ASTM, SBC or AWWA standard in effect at the time of advertisement for bids shall be the minimum acceptable.
- C. Copper water pipe shall be Type L, hard drawn tubing and fittings shall be cast brass or wrought copper.
- D. A dielectric coupling shall be provided between ferrous and nonferrous materials.
- E. The Contractor shall furnish certified statements from the manufacturer that the material conforms to the requirements specified above.

#### **2.02 SOIL, WASTE, DRAIN AND VENT PIPING**

Underground soil, waste and drain pipe and fittings shall be coated hub-and-spigot cast iron or cast ductile iron pipe, with dual-tite or tyseal joints. Above-ground soil, waste, drain and vent piping shall be service weight, cast iron soil pipe with No-Hub fittings. Waste arms and condensate waste, from air conditioning equipment, may be DWV copper. Cast ductile iron and galvanized steel pipe rainwater drainage systems shall be provided where shown on the

Drawings, and as provided under this Section.

### **2.03 CLEANOUT PLUGS AND TEST TEES**

Cleanouts shall be the same sizes as the pipe except that cleanout plugs larger than four inches shall not be required. A cleanout installed in connection with cast iron hub-and-spigot pipe shall consist of a long-sweep 1/4 bend or one or two 1/8 bends extended to the place indicated on the drawings, or, if not indicated, to an easily accessible place. All cleanouts extended through all floors shall be provided with cast access boxes which shall be Josam Series #58730 with Nikaloy cover.

### **2.04 FLASHING**

Vent pipes and roof drains shall be flashed and made watertight at the roof with not lighter than 4-pound sheet lead. Flashings shall be extended up the vent pipes a minimum of six inches to form counter-flashing or rain guards for pipe. Flashings in connection with cast iron pipe vents shall be turned down into the pipes or hubs. Flashing shields shall extend not less than eight inches from the vent pipes and roof drains in all directions.

### **2.05 TRAPS**

Unless otherwise indicated, each fixture and piece of equipment requiring connections to the drainage system shall be equipped with a trap. Traps are specified to be supplied with the fixtures. Each trap shall be placed as near the fixture as possible, and no fixture shall be double-trapped. Traps installed on bell-and-spigot pipe shall be cast iron. Traps installed on threaded pipe shall be recess drainage pattern. All floor drains shall have deep seal traps and be provided with Josam #88250 trap seal primer valve, where a single is required. Where multiple primers are required, see Drawings for primers and detail or as approved, to preclude trap liquid seal evaporation.

### **2.06 SHOWER PAN**

The floor of each individual shower shall be made watertight with a metal pan or other approved materials fabricated in place. The metal pan shall be constructed from either 6-pound sheet lead or 16-ounce copper. The sheet metal shall be cut to size and shape of the shower area, allowing six inches for turn-up.

The corners shall be folded, not cut, and the corner seam shall be soldered or burned. The upstands shall be recessed so that the pan will receive any seepage through materials above. The pans shall be coated with two coats of asphalt. Both sides of the pan including upstands shall be coated with asphalt paint. The pan shall be installed and the trap flange shall be countersunk to assure drainage. The trap shall be plugged and the pan filled with water as a test before installing the cement and tile.

### **2.07 DRAINS**

Provide floor drains (FD) as manufactured by Josam, Zurn or Wade. All drains shall have nickel-bronze tops. All floor drains shall be as scheduled on the Drawings. Provide flashing clamp devices on all drains.

### **2.08 WATER PIPE, FITTINGS AND CONNECTIONS**

- A. All water piping shall be Copper Type "L" except where otherwise noted on the Drawings.

Copper pipe where code allows to be under slabs shall be continuous without joints, and encased in plastic pipe sleeves, its total length to include the turn to above slab.

- B. The piping shall be extended to all fixtures, outlets, and equipment from the gate valve. Plugged or capped fittings shall be provided for draining low points of the piping system. Outlets shall be capped or plugged and left ready for future connections.
  - 1. Piping shall be installed as indicated on the Drawings. Pipe shall be cut accurately to measurements established at the building by the Contractor and shall be worked into place without springing or forcing. Care shall be taken not to weaken structural portions of the building. Aboveground piping shall be run parallel with the lines of the building unless otherwise shown or noted on the drawings. Branch pipes from service lines may be taken from top, bottom, or side of main using such crossover fittings as may be required by structural or installation conditions. Service pipes, valves, and fittings shall be kept a sufficient distance from other work and other services to permit not less than 1/2-inch between finished covering and other work and not less than 1/2-inch between finished covering on the different services. Changes in pipe sizes shall be made with reducing fittings. Use of long screws and bushing will not be permitted.
  - 2. All water piping shall be installed so as to allow complete drainage through hose bibs, or 1/2-inch globe valves.
  - 3. Allowance for expansion and contraction shall be made throughout the system. Horizontal runs over 50 feet long shall be anchored to the wall or to the supporting construction about midway on the run to force the expansion movement to divide equally, half at each end. Sufficient flexibility shall be provided on all branch runouts from mains to risers to provide for expansion and contraction of piping. Flexibility shall be provided by installing one or more turns in the line so that the piping will spring enough to allow for expansion without staining.
  - 4. Air chambers shall be provided on all hot and cold supplies near each faucet, control valve, or flush valve, except hose faucets. Chambers shall be self-draining when the system is drained. If not definitely shown on the Drawings, air chambers shall consist of an 18-inch length of pipe one diameter larger than the branch supply, capped. Provide a mechanical shock absorber equal to Zurn Z-200 at any quick-closing valve, and other places air chambers are not approved.
- C. Threaded pipe shall conform to the requirements of other applicable paragraphs and sections of these Specifications. Unions shall be provided where required for disconnection of exposed piping. Unions shall be accessible.

**2.09 VALVES**

- A. Valves shall be provided on all supplies to fixtures and equipment. Valves indicated in connection with runouts, risers, branches, and mains shall be in accordance with this Specification. No valve shall be installed on any line with its stem below the horizontal. All valves shall be gate valves unless otherwise specified or indicated. Valves three inches and smaller shall be all bronze construction. Larger valves shall have iron bodies with brass trim. All valves shall be designed for a minimum working pressure of 125 psig saturated steam. Valves for use with ferrous pipe shall have threaded ends through 2-inch size, and flanged ends for larger sizes. Valves shall be equal to the following figure numbers as manufactured by the William Powell Company:

<u>TYPE</u>	<u>3" &amp; SMALLER SCREWED ENDS</u>	<u>3" &amp; 3-1/2" FLANGED</u>	<u>VALVES FOR COPPER PIPING SWEAT ENDS</u>
-------------	--	------------------------------------	--

Gate	2700	1793	Nibco #S112
Gate (NRS)	2707	1787	Nibco #S113(NRS)
Check	578	559	Nibco #S413

1. Nonrising stem valves shall be used only where space conditions prevent use of rising stem valves, or where installed underground in valve boxes.
2. Check valves subject to back pressure, pulsations or reversal of flow, shall have provisions for quick closing by means of springs, weight and lever, or as approved.
3. A complete list shall be submitted for written approval. All valves shall be products of the same manufacturer.
4. Valves shall be products of William Powell Co., Crane, or approved equal.

## 2.10 UNIONS

Unions on ferrous pipe three inches in diameter and smaller shall be 150 pounds malleable iron, zinc-coated. Unions on water piping 3-1/2 inches in diameter and larger shall be flanged pattern, 125-pound class, zinc-coated. Gaskets for flanged unions shall be of the best quality fiber, plastic, or leather. Unions shall not be concealed in walls, ceilings, or partitions.

## 2.11 HOSE BIBS

Hose bibs shall be brass, polished chromium plated, as manufactured by Chicago Faucet Company. Potable water bibs shall be No. 952, 3/4-inch or 1-inch with vacuum breaker as noted on the Drawings. Equal by N1BCO, Purtecor Sill Cocks Model 763VB with built-in backflow preventor.

## 2.12 RELIEF VALVE

Provide an approved temperature and pressure relief valve for the electric water heater. Relief valve shall be equipped with manual test lever. Pipe relief valve discharge to building exterior or as approved.

## 2.13 PIPE SLEEVES, HANGERS AND FIXTURE SUPPORT

- A. Pipe sleeves, hangers and fixture support shall be furnished and set, and the Contractor shall be responsible for their proper and permanent location.
  1. Pipe sleeves shall be installed for pipes passing through footings, floors, walls and roof decks constructed with concrete and other cast-in-place materials. Clearance between sleeves and pipe covering and/or pipes shall be approximately 1/2-inch. Construction shall not be cut except where approved by the County. Where cutting of construction is permitted, the construction shall be repaired to match its original condition. Sleeves located in exterior walls, concrete roof slabs, and floors on and below grade shall be sealed to make the space between pipe and sleeve watertight. Sleeves shall not be installed in structural members except where indicated or where the Contractor has received prior approval of the County.
    - a. Pipe sleeves shall be installed for pipes that will pass through exterior walls and floors. Sleeves that pass through the floor shall extend 1 to 2 inches above the floor. The space between sleeve and pipe and/or pipe covering shall be sealed with plastic bituminous cement.
    - b. Where plumbing piping (6 inches and smaller) passes through finished floors and the pipe will be exposed, the sleeve shall be fabricated of 3/16-inch (minimum) 316 stainless steel, and the sleeve shall be cut off exactly 1-inch

- above finished floor unless otherwise noted on the Drawings.
2. Pipe Hangers, Inserts and Supports:
    - a. Unless otherwise noted or detailed on the Drawings, pipe hangers and supports shall be Ginnell, ITT or approved equal. Pipe hangers shall be Fig. 107, Fig. 115 or Fig. 138; wall hooks Fig. 168; and brackets Fig. 223. Concrete inserts shall be equal to Fig. 281 and shall be installed before the concrete is poured. Wherever possible, ceiling hangers shall be supported utilizing toggle bolts of an approved type or ceiling flanges Fig. 128 or 128R, or as detailed on the Drawings.
    - b. Horizontal Piping: Hangers and supports shall be installed as specified hereinafter, and at locations not more than three feet from the end of each runout. A hanger shall be installed not over one foot from each change in direction of piping. In lieu of separate hangers, the Contractor may submit for approval by the County a detailed drawing of trapeze hangers. Rings shall have a diameter large enough to include pipe insulation and protective saddle. Hangers for copper piping shall be copper plated.
      - 1) Cast iron soil pipe shall be supported at not more than five foot intervals and supports shall be located near each hub, or joint.
      - 2) Threaded pipe shall be supported at eight foot intervals.
      - 3) Underground piping shall be laid on a firm bed for its entire length, except where support is otherwise provided.
  3. Fixtures and equipment shall be supported and fastened in a satisfactory manner. Where secured to solid masonry, fixtures and equipment shall be fastened with brass bolts or machine screws in lead or corrosion-resisting-metal, sleeve type anchorage units or with brass expansion bolts. Expansion bolts shall be 1/4-inch brass bolts with 20 threads to the inch and of sufficient length to extend at least three inches into solid masonry construction, and shall be fitted with loose tubing or sleeves or proper length to ring expansion sleeves into the solid concrete or brick wall. Where secured to cellular masonry construction, fixtures and equipment shall be fastened with 1/4-inch brass toggle bolts or through bolts. Exposed heads of bolts and nuts shall be hexagonal with rounded tops finished and chromium plated; exposed ends of bolts shall be concealed by chromium plated hexagonal nuts. Exposed nuts and heads of screws shall be provided with chromium plated brass washers.

## 2.14 IDENTIFICATION TAGS

Identification tags made of brass, indicating function of the valve, size, and working pressure shall be installed on all valves except valves installed on supplies to plumbing fixtures. Tags shall be two inches in diameter and marking stamped and wired to valve with 0.0808-inch diameter (No. 12 AWG) copper wire. The Contractor shall also provide charts and diagrams of approved size giving the number, location and function of each valve, and distinguishing all pipe lines. Upon completion of the work, the Contractor shall furnish record drawings to the County.

## 2.15 FLOOR, WALL AND CEILING PLATES

Exposed insulated and uninsulated pipes through floors, finished walls, or finished ceilings shall be fitted with chromium plated or enameled cast iron or steel plates. Plates shall be large enough to completely close the hole around the pipes and shall be square, octagonal, or round, with the least dimension not less than 1-1/2 inches larger than the diameter of the pipe. Plates shall be secured in an approved manner.

## 2.16 PIPE INSULATION

- A. The Contractor shall provide insulation for all water lines above floor, the domestic hot water system, heat recovery system air conditioning condensate drain piping and the horizontal waste arm serving electric water cooler(s).
1. Hot water pipe insulation shall be Johns-Manville J-M Micro-Lok fiberglass pipe insulation, Certianteed Corp., or approved equal, finished with standard four ounce canvas jacket. Installation shall be in accordance with manufacturer's published recommendations.
  2. Condensate and electric drinking fountain waste shall be insulated with Johns-Manville J-M Aerotube, Certainteed Corp., or approved equal.

## **2.17 STRAINERS**

Strainers shall be 125-pound cast iron body Y-pattern with removable brass screen basket as manufactured by Sarco Company, or approved equal.

## **2.18 PRESSURE GAUGES**

Pressure gauges shall be 4-1/2 inch dial size with bottom or rear connection, weatherproof, as manufactured by Marshalltown, equal to No. 23 or 44, and suitable for the specific service pressure, by Terrice, Series 600 or 615; Ashcroft, or equal. Provide brass shut-off cocks on the stem to each pressure gauge.

## **2.19 PAINTING**

Exterior surfaces of piping to be installed in or through concrete shall be given one coat of acid resisting paint having a bituminous base. Pipe hangers, supports, and other iron work concealed or in unfinished spaces shall be thoroughly cleaned and painted with one coat of black asphaltic varnish. Finish painting of exposed pipe, pipe covering, hangers, supports, and other work is specified in the Contract Documents.

## **2.20 TYPES OF FIXTURES AND FIXTURE TRIMMINGS**

Provide the fixtures noted on the Drawings complete with all necessary trim.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Drainage and Vent Pipes: Horizontal soil and waste pipes shall have a grade of 1/8-inch per foot except where 1/4-inch per foot is noted on the Drawings. All main vertical soil and waste stacks shall be extended full size to the roofline and above as vents, except where otherwise specifically indicated. Where practicable, two or more vent pipes shall be connected and extended as one pipe through the roof. Vent pipes in roof spaces shall be run as close as possible to the underside of the roof without forming traps in pipes, using fittings as required. Vertical vent pipes may be connected into one main vent riser above vented fixtures. All vent and branch vent pipes shall be so graded and connected as to drip back to the vertical stack by gravity. Cast iron no-hub pipes inside buildings shall be extended six inches above the floor. Roof vents shall be offset to maintain a distance of ten (10) feet minimum from air conditioning outside air intake, or any ventilating opening.
- B. Fittings: Changes in pipe size on soil, waste, and drain lines shall be made with reducing

fittings or recessed reducers. All changes in direction shall be made by the appropriate use of 45 degree wyes, long or short sweep 1/4 bends, 1/6, 1/8 or 1/16 bends, or by a combination of those of equivalent fittings. Single and double sanitary tees and 1/4 bends may be used in drainage lines only where the direction of flow is from horizontal to vertical.

- C. Union Connections: Slip joints will be permitted only in trap seals or on the inlet side of the traps.
- D. Joints:
  - 1. Joints in hub-and-spigot cast iron soil, waste and vent pipes, or between cast iron soil, waste, and vent pipes and threaded pipe or caulking ferrules, shall be firmly packed with tarred-twisted jute packing and caulked with lead at least one inch deep.
  - 2. Threaded pipe joints shall be made by use of an approved mechanical cutter and all joints shall be reamed. No more than three threads shall remain exposed after assembly.

### 3.02 TESTS

- A. Soil, waste, vent and water piping shall be tested by the Contractor and approved before acceptance. Underground soil and waste piping shall be tested before backfilling. Equipment required for test shall be furnished by the Contractor at no additional cost to the County.
- B. Drainage and venting system piping shall be tested with water or air before the fixtures are installed. After the plumbing fixtures have been set and their traps filled with water, the entire drainage and venting system shall be submitted to a final test with smoke or peppermint.
  - 1. Water test shall be applied to the drainage and venting system either in its entirety or in sections. If the entire system is tested, all openings in the pipes shall be tightly closed except the highest opening, and the system shall be filled with water to the point of overflow. If the system shall be tested in sections, each opening except the highest opening of the section under test shall be tightly plugged, and each section shall be filled with water and tested with at least a 10 foot head of water. In testing successive sections, at least the upper 10 feet of the next preceding section shall be tested so that each joint or pipe in the building except the uppermost 10 feet of the system has been submitted to a test of at least a 10 foot head of water. The water shall be kept in the system, or in the portion under test, for at least 15 minutes before the inspection starts; the system shall then be tight at all joints.
  - 2. If tests are made with air, a pressure of not less than five pounds per square inch shall be applied with a force pump and maintained at least 15 minutes without leakage. A mercury-column gauge shall be used in making the air test.
  - 3. When the smoke test is employed, the smoke shall be produced by a smoke machine, and a pressure equal to one inch water column shall be maintained for 15 minutes before inspection starts. When the peppermint test is preferred, two ounces of peppermint shall be introduced into each line or stack. Defects discovered shall be eliminated by resetting the fixtures and equipment with new gaskets.
- C. Water System: When the roughing-in is completed and before the fixtures are set, the entire hot and cold water piping system shall be tested at a hydrostatic pressure of not less than 100 pounds per square inch gauge, and proved tight at this pressure for not less than 30 minutes in order to permit inspection of all joints. Where a portion of the water piping system is to be concealed before completion, this portion shall be tested separately as described for the entire system.

- D. Defective Work: If inspection or test shows defects, such defective work or material shall be replaced and inspection and tests repeated. Repairs to piping shall be made with new material; no caulking or peening of screwed joints or holes will be acceptable.

**3.03 WATER FOR TESTING**

- A. The Contractor shall provide steam and water necessary for testing the piping systems. The Contractor shall make all connections for testing and remove all debris resulting therefrom. The water shall be used in an efficient and economical manner.
- B. Provide all apparatus and all other supplies or materials which may be necessary for testing the systems and operating the apparatus during the period while tests of any kind are being made, or for carrying out the work of the Contract.

**3.04 CLEANING**

- A. At the completion of the work, the Contractor shall clean and polish, ready for use, all fixtures, equipment, apparatus and exposed trim.
- B. The Contractor shall protect this work during construction and all finished work damaged during construction shall be replaced at no additional cost to the County.

**3.05 PROTECTION**

- A. Materials, fixtures, and equipment shall be properly protected at all times and all pipe openings shall be temporarily closed so as to prevent obstruction and damage.

**3.06 STERILIZATION**

The entire potable water collection and distribution system shall be thoroughly sterilized with a solution of not less than 50 parts per million of available chlorine. The sterilizing solution shall be allowed to remain in the system for a period of three hours after which time all valves and faucets shall be opened and the system shall be flushed with clean water until the residual chlorine content is not greater than 0.92 parts per million, unless otherwise directed.

**END OF SECTION**

# APPENDIX A BUY AMERICA

**“Build America, Buy America” Appendix**  
(Applies to Materials Supplied by the UAO)

“Buy America” Material Certification Requirements: The UAO will only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The UAO will ensure that all manufacturing processes for this material occur in the United States. As used in this provision, 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 melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any 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 are not incorporated into the finished work. The UAO will provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include a statement that the product was produced entirely within the United States. The UAO will furnish each such certification to the Florida Department of Transportation prior to incorporating the material into the project.

# APPENDIX B

# ADDITIONAL PROVISIONS

## **Indian Preference on Federal Aid Projects**

Projects eligible for Indian employment preference consideration are projects located on roads within or providing access to an Indian reservation or other Indian lands as defined under the term “Indian Reservation Roads” in 23 U.S.C. 101 and regulations issued thereunder. The terminus of a road “providing access to” is that point at which it intersects with a road functionally classified as a collector or higher classification (outside the reservation boundary) in both urban and rural areas. In the case of an Interstate highway, the terminus is the first interchange outside the reservation.

## **Inspector General**

All Parties agree to comply with Section 20.055(5) F.S, and to incorporate this section into any related subcontracts. 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.

## **Non-Collusion Provision**

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

- (1) The required form for the statement will be provided by the State to each prospective bidder.
- (2) The statement shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the laws of the United States.

## **Owner Force Account / Cost-Effective Justification**

Owner Force Account is not allowed without first submitting a finding of cost-effectiveness. This must be approved by the District LAP Administrator.

## **Royalties and Patents**

Patented, proprietary, or sole-sourced products or processes may be used when approved in accordance with the FDOT Design Manual (FDM) 110.4.1.

## **Public Agencies in Competition with the Private Sector**

Owner does not allow.

## **Publicly Owned Equipment / Contractor Purchased Equipment for State or Local Ownership**

Owner does not allow.

## **Standardized Changed Conditions Contract Clauses**

(a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project, including construction services contracts of CM/GC projects, approved under 23 U.S.C. 106:

### **(1) Differing site conditions.**

(i) 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 site is disturbed and before the affected work is performed.

(ii) Upon written notification, 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, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the State DOT's at their option.)

### **(2) Suspensions of work ordered by the engineer.**

(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) Significant changes in the character of work.

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

**State (Florida or other) Produced Materials**

Owner does not allow.

**State / Local Owned / Furnished / Designated Materials**

Owner does not allow.

**BID ATTACHMENT 4, UTILITY RELOCATIONS**

**NOTE - These attachments are uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.**

**BID ATTACHMENT 5, ROADWAY PLANS**

**NOTE - These attachments are uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.**

**BID ATTACHMENT 6, SIGNING AND MARKING PLANS**

**NOTE - These attachments are uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.**

**BID ATTACHMENT 7, SIGNALIZATION PLANS**

**NOTE - These attachments are uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.**

**BID ATTACHMENT 8, ITS PLANS**

**NOTE - These attachments are uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.**

**BID ATTACHMENT 9, LIGHTING PLANS**

**NOTE - These attachments are uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.**

**BID ATTACHMENT 10, FHWA FORM 1273**

**EXHIBIT G**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE  
WITH FHWA 1273.**

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department’s website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

**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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**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. 2 CFR 180.220 and 1200.220.

**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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\*\*\*\*\*

**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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

**3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.

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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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.

**BID ATTACHMENT 11, LOCAL AGENCY PROGRAM AGREEMENT**

To: Holly.Randolph@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2M30

6/22/2023

### CONTRACT INFORMATION

<b>Contract:</b>	G2M30
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	MANATEE COUNTY BOCC
<b>Vendor ID:</b>	F596000727156
<b>Beginning Date of This Agreement:</b>	06/21/2023
<b>Ending Date of This Agreement:</b>	12/31/2025
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$7,370,566.00
<b>Description:</b>	SR 45 (US 41) FROM 69TH AVE (BAY DRIVE) TO CORTEZ ROAD

### FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/22/2023**

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55014010106	55014010106
Expansion Option:	AB	A9
Object Code:	780000	780000
Amount:	\$6,885,619.00	\$484,947.00
Financial Project:	43359245801	43359246801
Work Activity (FCT):	215	215
CFDA:	20.205	20.205
Fiscal Year:	2023	2023
Budget Entity:	55150200	55150200
Category/Category Year:	088716/23	088718/23
Amendment ID:	O001	O001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	0002/04

**Total Amount: \$7,370,566.00**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

FPN: 433592-4-58-01	FPN: 433592-4-68-01	FPN: _____
Federal No (FAIN): D122-075-B	Federal No (FAIN): D122-075-B	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: SU	Fund: SU	Fund: _____
Org Code: 55014010106	Org Code: 55014010106	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: 780000	FLAIR Obj: 780000	FLAIR Obj: _____
County No: 13 - Manatee	Contract No: G2M30	
Recipient Vendor No: F596000727156	Recipient Unique Entity ID SAM No: TM1APB6J5TD6	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on June 26th, 2023, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and Manatee County, a political subdivision of the State of Florida ("Recipient").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and construction engineering and inspection (CEI) for SR 45 (US 41) from 69<sup>th</sup> Ave (Bay Drive) to Cortez Road, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 8,639,824 (Eight Million Six Hundred Thirty Nine Thousand Eight Hundred Twenty Four Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$7,370,566 (Seven Million Three Hundred Seventy Thousand Five Hundred Sixty Six Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
  - ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
  - iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
  - iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

## 5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
  - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
  - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
  - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
  - e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
  - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

## 6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## 7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- g.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h.** For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

### 8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a.** In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b.** The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
- i.** In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
- ii.** In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:
- Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

## 9. Termination or Suspension of Project:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. 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.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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. If any funds other than federally-appropriated funds have been paid by the Recipient 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state 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.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. 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.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Manatee County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: Lee Washington  
Name: Lee Washington  
Title: Acting County Administrator

By: Nicole E Mills  
Name: Nicole E Mills  
Title: Interim Director of Transportation Development  
06/26/2023 | 10:47 AM EDT

Legal Review:

DocuSigned by:  
Don Conway  
937D1D5420A84D9...

DS  
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

## EXHIBIT A

### PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 433592-4-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Manatee County, a political subdivision of the State of Florida (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Approximately 2.15 miles - SR-45 (US 41) From 69th Avenue (Bay Drive) to Cortez Road

**PROJECT DESCRIPTION:** The scope of the project includes sidewalk, lighting and signalization improvements along SR 45 (US 41) from 69th Ave (Bay Drive) to Cortez Road. Along with these transportation improvements, additional water main and force main improvements will be implemented in order to protect the existing Manatee County infrastructure.

The scope of this project is separated into the Manatee County water main and force main improvements and Florida Department of Transportation (FDOT) sidewalk, lighting and signalization improvements. Manatee County will be responsible for the design, construction, construction engineering & inspection (CEI) services and project costs for the water main and force main improvements except those in subordinated Manatee County utility easement areas. The utility improvements in the subordinated areas will be paid for by FDOT. FDOT will be responsible for the design and project costs for the sidewalk, lighting and signalization improvements. Manatee County will prepare a Bid Solicitation Package including signed and sealed plans and specifications for the water main and force main improvements. FDOT will prepare signed and sealed plans and supplemental specifications for the sidewalk, lighting, and signalization improvements to be incorporated into the Manatee County Bid Package. Manatee County will not be responsible for the design, errors, or omissions in the FDOT supplemental plans and specifications.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

All work to be conducted outside of the Department Right-of-Way shall adhere to:

- 1) The current Florida Greenbook standards, as amended
- 2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:

- 1) The FDOT most current standard specification for road and bridge construction, and
- 2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:

- 1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
- 2) FDOT "Project Development and Environmental Manual"
- 3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2022/2023 for Design services.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.”

The Recipient shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Right-of-Way to be certified on or before 06/30/2023
- b) Construction contract to be let on or before 12/31/2023
- c) Construction to be completed by 12/31/2025

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

All work to be conducted outside of the Department Right-of-Way shall adhere to

- 1) The current Florida Greenbook standards, as amended
- 2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:

- 1) The current FDOT standard specification for road and bridge construction, as amended, and
- 2) The FDOT roadway and traffic design standard, 2016 edition as amended and design criteria from the Plans Preparation Manual (PPM), 2016 edition as amended.

For all projects the following will apply:

- 1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
- 2) FDOT "Project Development and Environmental Manual"
- 3) The Local Agency Program Manual

The Recipient will complete and provide the Department with a Final Inspection and Acceptance form at the completion of the project in accordance with the Local Agency Program Manual for Federal Aid Projects (Department Procedure: 525-010-42). This form must be completed and accepted by the Department prior to payment of the project Final Invoice.

The Recipient will inform the Department in writing of the commencement and completion of the project. Upon completion of the construction phase, the Department will have forty-five (45) days after receipt of the Recipient’s final construction invoice to review, inspect and approve the construction phase for payment. All other invoices for project phases and all other progress payments shall be processed in accordance with the Department’s procedures and guidelines for invoice processing. The Recipient will provide progress billing invoices to the Department on a minimum of a quarterly basis.

The Recipient will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Department shall reimburse the Recipient, subject to funds availability, in the year programmed, which is currently in FY 22/23 for Construction and CEI services.

The Department will issue a Notice to Proceed to the Recipient after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed Construction Checklist and Agency’s Certification Clear Package have been reviewed and approved.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Manatee County P.O. Box 1000 Bradenton, Florida 34206-1000	FINANCIAL PROJECT NUMBER: 433592-4-58/68-01
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: 23 (LF)	\$ 1,269,258.00	\$ 1,269,258.00	\$ _____	\$ _____
FY: 23 (SU)	\$ 5,575,619.00	\$ _____	\$ _____	\$ 5,575,619.00
FY: 23 (TALU)	\$ 1,310,000.00	\$ _____	\$ _____	\$ 1,310,000.00
Total Construction Cost	\$ 8,154,877.00	\$ 1,269,258.00	\$ 0.00	\$ 6,885,619.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: 23 (SU)	\$ 484,947.00	\$ _____	\$ _____	\$ 484,947.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 484,947.00	\$ 0.00	\$ 0.00	\$ 484,947.00
<b>(Insert Phase)</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 8,639,824.00	\$ 1,269,258.00	\$ 0.00	\$ 7,370,566.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:  
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holli Linck, Local Programs Coordinator  
 District Grant Manager Name

DocuSigned by:  
 06/12/2023 | 2:12 PM EDT  
 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively 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 U.S. 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 Sub-contractors, 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 sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor 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**, orders 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, and/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 paragraphs (1) through (7) in every sub-contract, 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 sub-contract 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 sub-contractor 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.) Compliance with Nondiscrimination Statutes and Authorities:** 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; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); 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; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; 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); 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; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT E**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
**Award Amount:** \$7,370,566.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsr.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

**EXHIBIT G**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE  
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT “M”  
ROADWAY LIGHTING MAINTENANCE**

**Paragraph 16** is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT "N"****TRAFFIC SIGNAL MAINTENANCE**

**Paragraph 16.** is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.
7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Trisha Hartzell, P.E. Manatee Operation Center Engineer, (941) 708-4401.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g.** The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h.** The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i.** The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j.** If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k.** The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l.** The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m.** The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n.** If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o.** The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from Insert restrict hours of operation, (insert days of the week for restricted operation), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

**RESOLUTION R-23-112**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FLORIDA, AUTHORIZING EXECUTION OF LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CONSTRUCTION OF SIDEWALK, LIGHTING, TRAFFIC MAST ARMS AND UTILTIY RELOCATIONS ALONG US-41 BETWEEN 69<sup>th</sup> AVE & CORTEZ RD FPN: 433592-4-58-01**

**WHEREAS**, the Florida Department of Transportation (FDOT) is authorized to undertake a project identified as FP#433592-4-58-01, within the Manatee County geographical limits; and

**WHEREAS**, pursuant to said project, the FDOT agrees to reimburse Manatee County for Construction and Construction Engineering and Inspection services in the amount of \$7,370,566.00. Project scope of services to include the construction of a five-foot wide sidewalk, new light poles, traffic mast arms along both sides of US-41 from 69<sup>th</sup> Ave. to Cortez Rd (SR684) in Manatee County. The project also includes watermain protective split casings or water main relocations to avoid conflicts with the light poles, which will benefit Manatee County; and

**WHEREAS**, the design criteria shall meet or exceed standards set forth in the FDOT Plans Preparation Manual and applicable County manuals, guidelines, and specifications.

**WHEREAS**, Manatee County desires to have the improvements installed; and

**WHEREAS**, it is in the best interests of Manatee County to approve and authorize an agreement to establish the mutual rights and obligations of Manatee County and the FDOT with respect to construction and construction engineering and inspection pursuant to this project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Manatee County, Florida, that:

1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.
2. The Board hereby approves and accepts the terms as set forth in the attached Post Project Maintenance Agreement.
3. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute said agreement.
4. This Resolution shall be effective immediately upon adoption.

**DULY ADOPTED** with a quorum present and voting this the 21 day of June, 2023.

**BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA**

By: Lee Washington  
KEVIN VAN OSTENBRIDGE  
Chairperson

Lee Washington, Acting County  
Adminstrator, on behalf of Commission  
Chair Kevin Van Ostenbridge

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPROLLER

By: \_\_\_\_\_  
Deputy Clerk

**RESOLUTION NO. R-20-124**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING PUBLIC BUSINESS; PROVIDING FOR LIMITED AND TEMPORARY DELEGATION OF AUTHORITY DURING EXTENDED PERIODS BETWEEN BOARD MEETINGS; PROVIDING PURPOSE; PROVIDING FOR DELEGATION TO THE COUNTY ADMINISTRATOR; PROVIDING FOR DELEGATION TO THE COUNTY ATTORNEY; PROVIDING FOR AUTHORIZATION TO THE CLERK; PROVIDING FOR LIMITATIONS; PROVIDING FOR RECORDS; PROVIDING FOR INTERPRETATIONS; PROVIDING FOR A PERIOD OF DELEGATION; REPEALING, RESCINDING AND SUPERSEDING RESOLUTION NO. R-09-161; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Manatee County Board of County Commissioners (“Board”), from time to time, has extended periods consisting of fourteen (14) calendar days or more without scheduled meetings; and

**WHEREAS**, the Board recognizes that matters requiring approval and authorization by the Board may arise during extended periods without scheduled meetings and, to the extent possible, wishes to maintain continuity in the routine business of County and wishes to maintain and avoid delay in the furnishing of programs and services as a result of such extended periods without scheduled meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:**

**SECTION 1. PURPOSE.** Except as specifically limited in this Resolution, the delegation of authority provided herein shall apply to any approval or authorization and the execution of contracts and other documents as may be reasonable and necessary during periods of fourteen (14) calendar days or more when there is no Board meeting scheduled to accomplish only the following purposes:

- a. Avoid delays in furnishing services or implementing or continuing approved programs;
- b. Avoid additional costs or expenses or the likelihood of additional costs or expenses, including but not limited to the use of personnel and resources of the County as well as the cost of goods and services;

- c. Provide for the prompt return of refunds and release or satisfaction of liens, claims or judgments by the County, and the fair and reasonable treatment of citizens and organizations doing business with the County; and
- d. Protect the legal and financial interests of, and preserve the legal rights of, the County.

**SECTION 2. DELEGATION TO COUNTY ADMINISTRATOR.** To accomplish the purposes set forth in Section 1, the Board hereby delegates to the County Administrator, or in her absence, a Deputy County Administrator, authority to:

- a. Approve, authorize and sign contracts, work assignments, purchase orders, change orders, and all documents and papers related thereto that are beyond dollar limits normally applicable to the County Administrator as provided by policies of the Board but are otherwise purchased in accordance with applicable laws, ordinances and policies.
- b. Approve refunds owed by the County to third parties at the request of a department director upon presentation of documentation of the amount due and owing.
- c. Approve the release or satisfaction of any lien, claim or judgment on forms approved by the County Attorney, at the request of a department director upon presentation of documentation that the lien, claim or judgment has been satisfied.
- d. Schedule and publish notice of public hearings upon a determination by the County Administrator or the County Attorney that it appears to be in the best interest of the County to proceed without delay.
- e. Approve any budget amendments required in support of the authorizations provided in Sections 2 and 3, and any prior authorizations of the Board, but not any budget amendments that must be approved by ordinance or resolution of the Board pursuant to Section 129.06, Florida Statutes, or other applicable law.
- f. Approve, authorize and sign documents and forms reasonably required to implement or continue any program, plan or activity previously authorized by the Board.

**SECTION 3. DELEGATION TO COUNTY ATTORNEY.** To accomplish the purposes set forth in Section 1, the Board hereby delegates to the County Attorney, or in his absence, the Chief Assistant County Attorney, authority to:

- a. Initiate litigation, adversarial administrative proceedings, or appellate proceedings, including extraordinary writ proceedings, where, in the opinion

of the County Attorney or Chief Assistant County Attorney, it is necessary to do so in order to preserve the status quo or the legal rights or to protect the interests of the County.

- b. Retain special or outside counsel where, in the opinion of the County Attorney or Chief Assistant County Attorney, it is necessary to do so in order to preserve the status quo or the legal rights or to protect the interests of the County.
- c. Retain expert witnesses or consultants where, in the opinion of the County Attorney or Chief Assistant County Attorney, it is necessary to do so in order to preserve the status quo or the legal rights or to protect the interests of the County.
- d. Agree to continuances or extensions of time in ongoing litigation, adversarial administrative proceedings, or appellate proceedings where, in the opinion of the County Attorney or Chief Assistant County Attorney, it is necessary to do so in order to preserve the status quo or the legal rights or to protect the interests of the County.

**SECTION 4. AUTHORIZATION OF CLERK.** To accomplish the purposes set out in Section 1, the Clerk of the Circuit Court, or her duly authorized deputy, as Clerk to the Board and as custodian of funds and comptroller, is requested and authorized, upon approval by the County Administrator or the County Attorney, to:

- a. Take any action reasonably and necessarily required pursuant to the authority delegated under Sections 2 and 3.
- b. Proceed with all matters of a routine nature usually submitted to the Board on the Clerk's consent agenda, including but not limited to making of all payments lawfully due and owing by check, voucher, warrant, cash or wire transfer, or other appropriate means, release of cash deposits, and payment of any revenue refunds in excess of the \$500.00 department director approval limit.
- c. Release to the County Administrator or her designee surety bonds, letters of credit, certificates of deposit, and other security instruments for collection by the County prior to their expiration, if a determination of default has previously been made by the Board or if the County Administrator makes such a determination in the absence of the Board.
- d. Substitute letters of credit to extend their duration.

**SECTION 5. LIMITATIONS.** This Resolution shall not apply to:

- a. Zoning or land use approvals.

- b. Any legislative matter or other action that must be considered at an advertised public hearing.
- c. Any new contracts retaining architects, engineers, landscape architects, surveyors, or other professional consultants. However, this limitation does not include any work assignment, time extension, or matters related to established contracts, or experts retained pursuant to subsection 3.c. above.
- d. Any lease or contract providing for the sale, acquisition or exchange of any interest in real property, except documents necessary for closing contracts signed by the Board, and except that any acquisition of property for utility easement or right-of-way as a part of or in avoidance of or settlement of eminent domain proceedings for an amount not to exceed the highest appraised value assigned by a duly certified appraiser may be authorized and executed by the County Administrator or her designee at the request of the County Attorney or Chief Assistant County Attorney.
- e. Any instrument associated with any financing plan or providing for a pledge of credit of the County.
- f. Any new program or activity not previously authorized by the Board.
- g. Any contract for the initiation of any new construction of public facilities excluding expansion of existing public works projects pursuant to an invitation for bids.
- h. Any matter involving the expenditure of funds in excess of funds that have been lawfully budgeted for such purpose.

**SECTION 6. RECORDS AND RATIFICATION.** A record of all actions taken under this Resolution shall be maintained and made a part of the record of, and ratified by, the Board via placement on the first consent agenda after an extended period without scheduled meetings.

**SECTION 7. INTERPRETATION.** This Resolution is not intended to apply to or limit any authority delegated by the Board by separate motion, resolution or ordinance. This Resolution is intended to be broadly interpreted to accomplish the purposes set out in Section 1.

**SECTION 8. PERIOD OF DELEGATION.** The delegation of authority under this Resolution shall extend only to actions that need to be taken during periods of fourteen (14) calendar days or more when there is no Board meeting scheduled.

**SECTION 9. RESOLUTION NO. R-09-161 REPEALED, RESCINDED AND SUPERSEDED.** Resolution No. R-09-161 is hereby repealed, rescinded, superseded and replaced by this Resolution.

**SECTION 10. SEVERABILITY.** If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses or provisions of this Resolution.

**SECTION 11. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE 15TH DAY OF SEPTEMBER 2020.**



**MANATEE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By: *[Signature]*  
Chairperson

**ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: *[Signature]*  
Deputy Clerk



## Manatee County Board of County Commissioners Administrative Policy Manual

### Board Recess Policy

**Policy #:** A.3

**Date Issued:** 09/15/2020

#### Purpose

To maintain continuity in the routine business of the County and to maintain and avoid delay in the furnishing of programs and services as a result of the extended periods without regular meetings.

#### Policy

##### Purpose

Except as specifically limited below, the delegation of authority provided herein shall apply to any approval or authorization, and the execution of contracts and other documents as may be reasonable and necessary during periods of fourteen (14) calendar days or more when there is no Board meeting scheduled to accomplish only the following purposes:

1. Avoid delays in furnishing services or implementing or continuing approved programs;
2. Avoid additional costs or expenses or the likelihood of additional costs or expenses, including but not limited to the use of personnel and resources of the County as well as the cost of goods and services;
3. Provide for the prompt return of refunds and release or satisfaction of liens, claims or judgments by the County, and the fair and reasonable treatment of citizens and organizations doing business with the County;
4. Protect the legal and financial interests of, and preserve the legal rights of, the County.

##### Delegation to County Administrator

To accomplish those purposes set out in the purpose, the Board delegates to the County Administrator, or in their absence, a Deputy County Administrator, authority to:

1. Approve, authorize and sign contracts, work assignments, purchase orders, change orders, and all documents and papers related thereto that are beyond dollar limits normally applicable to the County Administrator as provided by policies of the Board but are otherwise purchased in accordance with applicable laws, ordinances and policies.
2. Approve refunds owed by the County, the Authority or the Agency to third parties at the request of a department director upon presentation of documentation of the amount due and owing.

3. Approve the release or satisfaction of any lien, claim or judgment on forms approved by the County Attorney, at the request of a department director upon presentation of documentation that the lien, claim or judgment has been satisfied.
4. Schedule and publish notice of public hearings upon a determination by the County Administrator or County Attorney that it appears to be in the best interest of the County to proceed without delay.
5. Approve any budget amendments required in support of the authorizations provided in numbers 2 and 3 under County Administrator Delegation, and any prior authorizations of the Board but not any budget amendment that must be approved by ordinance or resolution of the Board pursuant to Section 129.06, Florida Statutes, or other applicable law.
6. Approve, authorize and sign documents and forms reasonably required to implement or continue any program, plan or activity previously authorized by the Board.

### **Delegation to County Attorney**

To accomplish those purposes set out in the purpose, the Board hereby delegates to the County Attorney, or in their absence the Chief Assistant County Attorney authority to:

1. Initiate litigation, adversarial administrative proceedings, or appellate proceedings, including extraordinary writ proceedings, where, in the opinion of the County Attorney or Chief Assistant County Attorney, it is necessary to do so in order to preserve the status quo or the legal rights or protect the interests of the County, the Authority or the Agency.
2. Retain special or outside counsel where, in the opinion of the County Attorney or Chief Assistant County Attorney, it is necessary to do so in order to preserve the status quo or the legal rights or protect the interests of the County.
3. Retain expert witnesses or consultants where, in the opinion of the County Attorney or Chief Assistant County Attorney, it is necessary to do so in order to preserve the status quo or the legal rights or protect the interests of the County.
4. Agree to continuances or extensions of time in on-going litigation, adversarial administrative proceedings, or appellate proceedings where, in the opinion of the County Attorney or Chief Deputy County Attorney, it is necessary to do so in order to preserve the status quo or the legal rights or protect the interests of the County.

### **Authorization to Clerk**

To accomplish the purposes set out in the purpose, the Clerk of the Circuit Court, or their duly authorized deputy, as Clerk to the Board and as custodian of funds and comptroller, is requested and authorized, upon approval by the County Administrator or the County Attorney, to:

1. Take any action reasonably and necessarily required pursuant to the authority delegated to the County Administrator or County Attorney.
2. Proceed with all matters of a routine nature usually submitted to the Board on the Clerk's consent agenda, including but not limited to making of all payments lawfully due and owing by check, voucher, warrant, cash or wire transfer, or other appropriate means, the release of cash deposits, and payment of any revenue refunds in excess of the \$500.00 department director approval limit.
3. Release to the County Administrator or his designee surety bonds, letters of credit, certificates of deposit, and other security instruments for collection by the County prior to

their expiration, if a determination of default has previously been made by the Board or if the County Administrator makes such a determination in the absence of the Board.

4. Substitute letters of credit to extend their duration.

### **Limitations**

This policy shall not apply to:

1. Zoning or land use approval
2. Any legislative matter or other action that must be considered at an advertised public hearing.
3. Any new contracts retaining architects, engineers, landscape architects, surveyors, or other professional consultants. However, this limitation does not include any work assignment, time extension, or matters related to established contracts, or experts retained pursuant to the section labeled "*Authorization to County Attorney*".
4. Any lease or contract providing for the sale, acquisition or exchange of any interest in real property, except documents necessary for closing contracts signed by the Board, the Authority, or the Agency, and except that any acquisition of property for utility easement or right-of-way as a part of or in avoidance of or settlement of eminent domain proceeding for an amount not to exceed the highest appraised value assigned by a duly certified appraiser may be authorized and executed by the County Administrator or his designee at the request of the County Attorney or Chief Assistant County Attorney.
5. Any instrument associated with any financing plan or providing for a pledge of credit of the County.
6. Any new program or activity not previously authorized by the Board.
7. Any contract for the initiation of any new construction of public facilities excluding expansion of existing public works projects pursuant to an invitation for bids.
8. Any matter involving the expenditure of funds in excess of funds that may lawfully be budgeted for such purpose.

### **Records and Ratification**

A record of all actions taken under this policy shall be maintained and made a part of the record of, and ratified by, the Board via placement on the first consent agenda after an extended period without scheduled meetings.

### **Interpretations**

This policy is not intended to apply to or limit any authority previously delegated by the Board y separate motion, resolution or ordinance. This policy is intended to be broadly interpreted to accomplish the purposes set out in the purpose section.

### **Period of Delegation**

The delegation of authority under this policy shall only extend to actions that need to be taken during periods of fourteen (14) calendar days or more when there is no Board meeting scheduled.

### **Originator, Title and Department Name**

County Administrator's Office

## Authority

Resolution 20-124, adopted 09/15/2020

## History

Rescinds R-06-54

Rescinds R-07-125

Rescinds R-09-161

## Related Procedures

[103.001 Board Recess Agenda Preparation and Processing](#)

## Issued and Sunset Dates

**Issue Date:** 09/15/2020

**Sunset Date:** 09/15/2029



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

801 North Broadway  
Bartow, Florida 33830

JARED W. PERDUE, P.E.  
SECRETARY

## MEMORANDUM

**Date:** May 24, 2023

**To:** L.K. Nandam, P.E., District Secretary

**From:** John M. Kubler, P.E., Director of Transportation Development

**Copies:** Greg Bowne, Melissa Slater, Nicole Mills, Abra Horne, Kevin Ingle

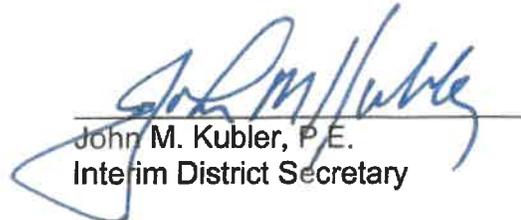
**Subject:** Delegation of Authority for John Kubler

---

Effective February 3, 2023, I will be serving as the Interim District Secretary for District One. During this period, Nicole Mills, P.E., Intermodal Systems Development Administrator will serve as the Interim Director of Transportation Development.

Therefore, I delegate Nicole Mills, P.E., Interim Director of Transportation Development, to act on behalf of the Director of Transportation Development and sign all documents. Signature should be made "in your name for the Interim Director of Transportation Development".

This delegation will remain in effect from June 1, 2023 through May 31, 2024 unless rescinded.

A handwritten signature in blue ink, appearing to read "John M. Kubler", is written over a horizontal line. Below the line, the text "John M. Kubler, P.E." and "Interim District Secretary" is printed in a black, sans-serif font.

John M. Kubler, P.E.  
Interim District Secretary

**BID ATTACHMENT 12, FEDERAL PROVISIONS (TWO PARTY AGREEMENT)**

## **SPECIAL PROVISIONS –FEDERAL GRANTS**

### **CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

#### **A. Equal Opportunity Employment**

In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**B. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)**

Where applicable, Contractors for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The Contractor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**C. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Contractor shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**D. Suspension and Debarment (Executive Orders 12549 and 12689)**

Any Contractor listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**E. Byrd Anti-Lobbying Amendment (31U.S.C. 1352)**

Contractors for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

**F. Minority/Women-owned/Labor Surplus Firms' Participation**

The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the Contractor, Contractor shall be required to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**FORM 1, CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Contractor shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

---

Firm Name (print)

---

Signature

---

Printed Name and Title

**FORM 2, DEBARMENT AND SUSPENSION**

By signing below, Contractor confirms that it **is not** listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

---

Firm Name (print)

---

Signature

---

Printed Name and Title

**FORM 3, BYRD ANTI-LOBBYING AMENDMENT**

By signing below, Contractor confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

---

Firm Name (print)

---

Signature

---

Printed Name and Title

**FORM 4, MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS’  
PARTICIPATION**

Pursuant to C.F.R. 200.321 Contractor, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

---

Firm Name (print)

---

Address

---

City/State/Zip

---

Signature

---

Printed Name and Title

**BID ATTACHMENT 13, MANATEE COUNTY 2024 WAGE TABLE**

Superseded General Decision Number: FL20230175

State: Florida

Construction Type: Highway

County: Manatee County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

SUFL2013-036 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 8.00 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.89 **	0.00
ELECTRICIAN.....	\$ 21.80	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 16.79 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
INSTALLER - GUARDRAIL.....	\$ 11.94 **	0.28
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.39 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42 **	0.00
LABORER (Traffic Control Specialist).....	\$ 13.19 **	2.11
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.89 **	0.00
LABORER: Common or General.....	\$ 10.87 **	0.00
LABORER: Flagger.....	\$ 11.77 **	0.00
LABORER: Grade Checker.....	\$ 15.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.93 **	0.00
LABORER: Pipelayer.....	\$ 13.95 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.81 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.69 **	0.00
OPERATOR: Bulldozer.....	\$ 16.79 **	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Crane.....	\$ 21.69	0.00
OPERATOR: Curb Machine.....	\$ 19.67	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 12.58 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.04	0.00

OPERATOR: Loader.....	\$ 14.51 **	0.00
OPERATOR: Mechanic.....	\$ 19.49	0.00
OPERATOR: Milling Machine.....	\$ 16.09 **	0.00
OPERATOR: Oiler.....	\$ 17.31	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.32	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 19.35	0.00
OPERATOR: Roller.....	\$ 13.79 **	0.00
OPERATOR: Scraper.....	\$ 11.74 **	0.00
OPERATOR: Screed.....	\$ 16.74 **	0.00
OPERATOR: Tractor.....	\$ 12.89 **	0.00
OPERATOR: Trencher.....	\$ 16.07 **	0.66
PAINTER: Spray.....	\$ 16.38 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 14.22 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.13 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.29	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.88 **	0.00

-----

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

=====  
 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

-----

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 National Office because National Office has 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"

**SECTION D, EXAMPLE OF A CONSTRUCTION AGREEMENT WITH GENERAL  
CONDITIONS OF THE CONSTRUCTION AGREEMENT AND AGREEMENT  
EXHIBITS**

CONSTRUCTION AGREEMENT NO. \_\_\_\_\_

*for*

STIPULATED SUM

*between*

MANATEE COUNTY (AS OWNER)

*and*

\_\_\_\_\_ (AS CONTRACTOR)

**CONSTRUCTION AGREEMENT FOR  
STIPULATED SUM  
[PROJECT NAME]**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and registered and licensed to do business in the State of Florida (license # \_\_\_\_\_), referred to herein as “Contractor.”

**WHEREAS**, the Owner intends to construct [PROJECT DESCRIPTION], the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

**WHEREAS**, in response to Owner’s Invitation for Bid Construction No. \_\_\_\_\_ (the “IFBC”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

**NOW THEREFORE**, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

**1. Contract Documents.** The Contract Documents consist of this Agreement and attached Exhibits, the attached General Conditions of the Construction Agreement, Supplementary Conditions (if any), Special Conditions (if any), Drawings (the titles of which are attached hereto as Exhibit A), Specifications (the titles of which are attached hereto as Exhibit B), Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor’s Bid, permits, notice of intent to award, Notice to Proceed, purchase order(s), any other documents listed in this Agreement, and Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement. These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents.

**2. Work.** The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**3. Date of Commencement and Substantial Completion.**

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

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

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_ calendar days from the date of commencement, or as follows:

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
------------------------	------------------------------------

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work as set forth above), the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$\_\_\_\_\_ per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur because of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

**4. Contract Sum.**

A. Payment. 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 \_\_\_\_\_ Dollars and Zero Cents (\$\_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. 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. (*State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.*)

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

**5. Payments.**

A. Progress Payments.

(1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/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.

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

- (3) Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.
- (4) Each Application for Payment 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 Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (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.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - i. 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 (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
  - ii. 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), supported by paid receipts, less retainage of five percent (5.00%);
  - iii. Subtract the aggregate of previous payments made by the Owner; and
  - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:
  - i. 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 Architect/Engineer shall determine for

incomplete Work, retainage applicable to such work and unsettled claims.

- ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.

- (8) Reduction or limitation of retainage, if any, shall be as follows:

Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner may, with the concurrence of the Architect/Engineer, reduce to two and one-half percent (2.5%) the amount of retainage withheld from each subsequent progress payment.

- (9) 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.

B. Final Payment. 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 Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- (2) A final Application for Payment has been approved by the Architect/Engineer.

## **6. Termination or Suspension.**

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

## **7. Other Provisions.**

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular “critical” submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a “punch list” of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer’s product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. E-Verify.  
The Contractor, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The Contractor shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the Contractor enters into a contract with a subcontractor, the subcontractor shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the Owner is authorized to terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

J. Funds for Identification Documents

No funds provided by the Owner pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

**8. Insurance and Bonding.** If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

**9. Independent Contractor.** The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

**10. Entire Agreement.** This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

**11. Amendments; Waivers; Assignment.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**12. Validity.** Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

**13. Covenant to Defend.** Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial

determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

**14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

**15. Construction.**

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**16. Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**17. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

**18. Attorney’s Fees and Costs.** In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs.

**19. Notices.** All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

**20. Public Records Law.** The Contractor shall comply with the Florida Public Records Act (Chapter 119, Florida Statutes), and shall:

- A. Keep and maintain public records required by the Owner to perform the services called for in this Agreement.
- B. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Owner.
- D. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain such public records. If the Contractor transfers all public records to the Owner upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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 AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT 941-748-4501, EXT. 5845; [LACY.PRITCHARD@MYMANATEE.ORG](mailto:LACY.PRITCHARD@MYMANATEE.ORG); POST OFFICE BOX 1000, BRADENTON, FLORIDA 34206.

**21. Exhibits.** Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order

*(Remainder of page intentionally left blank)*

***WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.***

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MANATEE COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXAMPLE

GENERAL CONDITIONS  
*of the*  
CONSTRUCTION AGREEMENT

EXAMPLE

**TABLE OF CONTENTS FOR GENERAL CONDITIONS**

	<b><u>Page</u></b>
<b>ARTICLE I -- DEFINITIONS .....</b>	<b>GC-1</b>
1.1 Definitions .....	GC-1
A. Acceptance .....	GC-1
B. Application for Payment .....	GC-1
C. Architect/Engineer .....	GC-1
D. Change Order .....	GC-1
E. Construction Services.....	GC-1
F. Construction Team.....	GC-1
G. Contract Sum.....	GC-1
H. Contract Time .....	GC-1
I. Contractor’s Personnel .....	GC-1
J. Days .....	GC-1
K. Defective .....	GC-1
L. Field Directive.....	GC-2
M. Final Completion Date .....	GC-2
N. Float Time .....	GC-2
O. Force Majeure .....	GC-2
P. Notice to Proceed .....	GC-2
Q. Owner.....	GC-2
R. Owner’s Project Representative .....	GC-2
S. Payment and Performance Bond .....	GC-2
T. Permitting Authority .....	GC-2
U. Procurement Ordinance.....	GC-2
V. Progress Report .....	GC-2
W. Project .....	GC-2
X. Project Costs .....	GC-3
Y. Project Manager .....	GC-3
Z. Project Plans and Specifications .....	GC-3
AA. Project Schedule.....	GC-3
BB. Project Site .....	GC-3
CC. Subcontractor .....	GC-3
DD. Substantial Completion and Substantially Complete .....	GC-3
EE. Substantial Completion Date.....	GC-3
FF. Substitute.....	GC-3
GG. Unit Price Work .....	GC-3

HH.	Work .....	GC-3
II.	Work Directive Change.....	GC-4

**ARTICLE II – RELATIONSHIP AND RESPONSIBILITIES..... GC-4**

2.1	Relationship between Contractor and Owner .....	GC-4
A.	Purpose.....	GC-4
B.	Construction Team.....	GC-4
C.	Owner’s Reliance on Bid (or Guaranteed Maximum Price Addendum).....	GC-4
2.2	General Contractor Responsibilities .....	GC-4
A.	Personnel.....	GC-5
B.	Cooperation with Architect/Engineer.....	GC-5
C.	Timely Performance.....	GC-5
D.	Duty to Defend Work.....	GC-5
E.	Trade and Industry Terminology.....	GC-5
2.3	Project Schedule .....	GC-5
2.4	Construction Services .....	GC-6
A.	Construction of Project .....	GC-6
B.	Notice to Proceed .....	GC-7
C.	Quality of Work .....	GC-7
D.	Materials.....	GC-7
E.	Accountability for Work .....	GC-7
F.	Contract Sum.....	GC-7
G.	Governing Specifications .....	GC-7
H.	Adherence to Project Schedule .....	GC-8
I.	Superintendent .....	GC-8
J.	Work Hours.....	GC-8
K.	Overtime-Related Costs .....	GC-8
L.	Insurance, Overhead and Utilities .....	GC-8
M.	Cleanliness .....	GC-8
N.	Loading .....	GC-9
O.	Safety and Protection .....	GC-9
P.	Emergencies .....	GC-9
Q.	Substitutes .....	GC-9
R.	Surveys and Stakes.....	GC-10
S.	Suitability of Project Site .....	GC-10
T.	Project Specification Errors .....	GC-11
U.	Remediation of Contamination .....	GC-11
V.	Interfacing .....	GC-12
W.	Job Site Facilities .....	GC-12

X.	Weather Protection.....	GC-12
Y.	Payment and Performance Bond.....	GC-13
Z.	Construction Phase; Building Permit; Code Inspections.....	GC-13
(1)	Building Permit.....	GC-13
(2)	Code Inspections.....	GC-13
(3)	Contractor’s Personnel.....	GC-13
(4)	Lines of Authority.....	GC-14
AA.	Quality Control.....	GC-14
BB.	Management of Subcontractors.....	GC-14
CC.	Job Requirements.....	GC-14
DD.	As-Built Drawings.....	GC-16
EE.	Progress Reports.....	GC-16
FF.	Contractor’s Warranty.....	GC-16
GG.	Apprentices.....	GC-17
HH.	Schedule of Values.....	GC-17
II.	Other Contracts.....	GC-17

**ARTICLE III -- COMPENSATION..... GC-18**

3.1	Compensation.....	GC-18
A.	Adjustments.....	GC-18
B.	Valuation.....	GC-18
C.	Unit Price Work.....	GC-18
3.2	Schedule of Compensation.....	GC-19
A.	Periodic Payments for Services.....	GC-19
B.	Payment for Materials and Equipment.....	GC-19
C.	Credit toward Contract Sum.....	GC-19
3.3	Invoice and Payment.....	GC-19
A.	Invoices.....	GC-19
B.	Additional Information; Processing of Invoices.....	GC-19
C.	Architect/Engineer’s Approval.....	GC-19
D.	Warrants of Contractor with Respect to Payments.....	GC-19
E.	All Compensation Included.....	GC-20

**ARTICLE IV-- SUBCONTRACTORS..... GC-20**

4.1	Subcontracts.....	GC-20
A.	Subcontracts Generally.....	GC-20
B.	No Damages for Delay.....	GC-20
C.	Subcontractual Relations.....	GC-21
D.	Insurance; Acts and Omissions.....	GC-21

4.2	Relationship and Responsibilities .....	GC-21
4.3	Payments to Subcontractors; Monthly Statements .....	GC-21
A.	Payment.....	GC-21
B.	Final Payment of Subcontractors .....	GC-22
4.4	Responsibility for Subcontractors.....	GC-22
4.5	Contingent Assignment of Subcontracts .....	GC-22
<b>ARTICLE V – CHANGES IN WORK .....</b>		<b>GC-22</b>
5.1	General .....	GC-22
5.2	Minor Changes in the Work .....	GC-23
5.3	Emergencies .....	GC-23
5.4	Concealed Conditions.....	GC-23
5.5	Hazardous Materials .....	GC-23
5.6	Change Orders; Adjustments to Contract Sum.....	GC-24
A.	Change Orders Generally .....	GC-24
5.7	Owner-Initiated Changes .....	GC-24
5.8	Unauthorized Work .....	GC-25
5.9	Defective Work .....	GC-25
5.10	Estimates for Changes .....	GC-25
5.11	Form of Proposed Changes.....	GC-25
5.12	Changes to Contract Time .....	GC-25
<b>ARTICLE VI – ROLE OF ARCHITECT/ENGINEER .....</b>		<b>GC-25</b>
6.1	General .....	GC-25
A.	Retaining .....	GC-26
B.	Duties .....	GC-26
C.	Termination.....	GC-26
6.2	Administration.....	GC-26
A.	Site Visits .....	GC-26
B.	Reporting.....	GC-26
6.3	Interpretation of Project Plans and Specifications .....	GC-26
6.4	Rejection of Non-Conforming Work.....	GC-27
6.5	Correction of Work.....	GC-27
6.6	Timely Performance of Architect/Engineer.....	GC-27
<b>ARTICLE VII – OWNER’S RIGHTS AND RESPONSIBILITIES.....</b>		<b>GC-27</b>
7.1	Project Site; Title .....	GC-27
7.2	Project Plans and Specifications; Architect/Engineer.....	GC-27
7.3	Surveys; Soil Tests and Other Project Site Information .....	GC-28

7.4	Information; Communication; Coordination .....	GC-28
7.5	Governmental Body.....	GC-28
7.6	Pre-Completion Acceptance .....	GC-28
7.7	Ownership and Use of Drawings, Specifications and Other Instruments of Service.....	GC-29
7.8	Owner’s Project Representative .....	GC-29
A.	Responsibilities .....	GC-29
B.	Limitations .....	GC-30
<b>ARTICLE VIII – RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION .....</b>		<b>GC-30</b>
8.1	Owner to Decide Disputes .....	GC-30
8.2	Finality.....	GC-31
8.3	No Damages for Delay .....	GC-31
8.4	Permitted Claims Procedure .....	GC-31
8.5	Contract Claims and Disputes .....	GC-32
8.6	Claims for Consequential Damages.....	GC-32
<b>ARTICLE IX-- INDEMNITY .....</b>		<b>GC-32</b>
9.1	Indemnity.....	GC-32
A.	Indemnification Generally.....	GC-32
B.	Indemnification; Enforcement Actions .....	GC-33
C.	Claims by Employees.....	GC-33
9.2	Duty to Defend .....	GC-33
<b>ARTICLE X – ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS .....</b>		<b>GC-33</b>
10.1	Accounting Records .....	GC-33
10.2	Inspection and Audit.....	GC-33
10.3	Access.....	GC-34
10.4	Ownership of Documents .....	GC-34
<b>ARTICLE XI – PUBLIC CONTRACT LAWS .....</b>		<b>GC-34</b>
11.1	Equal Opportunity Employment.....	GC-34
A.	Employment .....	GC-34
B.	Participation .....	GC-34
11.2	Immigration Reform and Control Act of 1986 .....	GC-34
11.3	No Conflict of Interest.....	GC-344
A.	No Interest in Business Activity.....	GC-35
B.	No Appearance of Conflict .....	GC-35
11.4	Truth in Negotiations.....	GC-35
11.5	Public Entity Crimes.....	GC-35

<b>ARTICLE XII – FORCE MAJEURE, FIRE OR OTHER CASUALTY .....</b>	<b>GC-35</b>
12.1 Force Majeure.....	GC-35
A. Unavoidable Delays .....	GC-355
B. Concurrent Contractor Delays.....	GC-36
C. Notice; Mitigation .....	GC-36
12.2 Casualty; Actions by Owner and Contractor .....	GC-36
12.3 Approval of Plans and Specifications.....	GC-37
12.4 Notice of Loss or Damage .....	GC-37
<b>ARTICLE XIII – REPRESENTATIONS, WARRANTIES AND COVENANTS.....</b>	<b>GC-37</b>
13.1 Representations and Warranties of Contractor .....	GC-37
13.2 Representations of the Owner.....	GC-39
<b>ARTICLE XIV—TERMINATION AND SUSPENSION.....</b>	<b>GC-41</b>
14.1 Termination for Cause by Owner .....	GC-41
A. Nonperformance.....	GC-41
B. Insolvency .....	GC-41
C. Illegality .....	GC-41
D. Rights of Owner .....	GC-41
14.2 Termination without Cause by Owner.....	GC-42
A. Release of Contractor.....	GC-42
B. Waiver of Protest.....	GC-42
14.3 Suspension without Cause .....	GC-42
14.4 Termination Based Upon Abandonment, Casualty or Force Majeure .....	GC-42
14.5 Vacation of Project Site; Delivery of Documents .....	GC-43
14.6 Termination by the Contractor .....	GC-43

## GENERAL CONDITIONS

### ARTICLE I

#### DEFINITIONS

**1.1 Definitions.** For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: \_\_\_\_\_, a \_\_\_\_\_ corporation or limited liability company, registered and licensed to do business in the State of Florida, OR \_\_\_\_\_, an employee of Owner.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

F. Construction Team: The working team established pursuant to Section 2.1.B.

G. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents

H. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

I. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

J. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

K. Defective: When modifying the term "Work", referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does

not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner's approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

L. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.

M. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

N. Float Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying Substantial Completion of the Work.

O. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

P. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

Q. Owner: Manatee County, a political subdivision of the State of Florida.

R. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

S. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

T. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

U. Procurement Ordinance: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.

V. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

W. Project: 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 Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

X. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

Y. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

Z. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

AA. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

BB. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

CC. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

DD. Substantial Completion and Substantially Complete: 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; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project or any designated portion thereof.

EE. Substantial Completion Date: The date on which the Project or designated portion thereof is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

FF. Substitute: Materials or equipment offered by the Contractor as an alternative to that set forth in the Project Plans and Specifications, where (i) the Project Plans and Specifications do not authorize an "approved equal", or (ii) the Owner, in its reasonable discretion, determines that a pre-authorized "approved equal" will result in a substantial change to the Work because of cost, quality or other difference in comparison to the materials or equipment specified.

GG. Unit Price Work: Work to be paid for on the basis of unit prices.

HH. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all 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.

II. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

## ARTICLE II

### RELATIONSHIP AND RESPONSIBILITIES

**2.1 Relationship between Contractor and Owner.** The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

**2.2 General Contractor Responsibilities.** In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

**2.3 Project Schedule.** The Contractor, within ten (10) days after being awarded the Agreement, shall prepare and submit for the Owner's and Architect/Engineer's information a 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 Work.

- A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.
- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Agreement and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

**2.4 Construction Services.** The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means, methods, techniques, sequences and procedures of construction. If a specific means, method, technique, sequence or procedure of construction is required by the Contract Documents, the Contractor may utilize an alternative means, method, technique, sequence or procedure acceptable to the Architect/Engineer if the Contractor submits sufficient information to allow the Architect/Engineer to determine that the alternative is equivalent to that required by the Contract Documents.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a 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.

(1) The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineer charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be an obligation of Contractor and no extra payment shall be made by Owner because such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment. Contractor's obligation to pay all overtime-related costs shall not apply if Contractor is directed by Owner to work overtime solely for Owner's convenience.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. 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 waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site.

Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with all applicable federal, state and local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;
- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement during construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For Substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed Substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application

will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provision of such Substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed Substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed Substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. If Substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed Substitute. Architect/Engineer will be the sole judge of acceptability and no Substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any Substitute.
- (2) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed Substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the Substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, as part of the Contract Sum, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or

after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, during the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination. Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay of more than seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising because of any delay of more than seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office

overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the Project Site.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. For Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Contractor to secure and deliver additive riders to the Payment and Performance Bond.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.
- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.

- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
- (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;

- (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
- (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
- (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;
- (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
- (f) Provide a quality control program as provided under Section 2.4.C above;
- (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
- (h) Provide for travel to and from its home office to the Project Site and to those other places within Manatee County as required by the Project;
- (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
- (j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued after execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, Progress Reports, as-built drawings, and other project related documents;
- (k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
- (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;

- (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
  - (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
  - (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
  - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
  - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work, to include those parts of the Work in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and

will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.
- (2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
- (3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and shall comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Agreement by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and promptly connect and coordinate the Work with theirs.

## ARTICLE III

### COMPENSATION

**3.1 Compensation.** The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all amounts to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below; or
- (2) By mutual acceptance of a lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
  - (i) If Contractor believes that it has incurred additional expense as a result thereof; or
  - (ii) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
  - (iii) If the parties are unable to agree as to the effect of any such

variations in the quantity of Unit Price Work performed.

**3.2 Schedule of Compensation.** All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

**3.3 Invoice and Payment.** All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All Progress Reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous

partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

## ARTICLE IV

### SUBCONTRACTORS

**4.1 Subcontracts.** At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with 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.

(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.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

“LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.”

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

**4.2 Relationship and Responsibilities.** Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

**4.3 Payments to Subcontractors; Monthly Statements.** The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

**4.4 Responsibility for Subcontractors.** As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

**4.5 Contingent Assignment of Subcontracts.** 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 Article XIV and only for those subcontract agreements that 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 Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE V

### CHANGES IN WORK

**5.1 General.** Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the

GC-22

Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/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 Architect/Engineer alone. 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, Work Directive Change or order for a minor change in the Work.

**5.2 Minor Changes in the Work.** The Owner or Architect/Engineer shall 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 change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

**5.3 Emergencies.** In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor because of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

**5.4 Concealed Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that 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, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that 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 Architect/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 Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If the Contractor disputes the Architect/Engineer's determination or recommendation, the Contractor may proceed as provided in Article VIII. If the Owner disputes the Architect/Engineer's determination or recommendation, the Owner may appeal directly to the Purchasing Official and shall thereafter follow the process set forth in Section 8.5.

**5.5 Hazardous Materials.** In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by Change Order or written amendment, if in fact the material or substance has not been rendered

harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

### **5.6 Change Orders; Adjustments to Contract Sum.**

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

**5.7 Owner-Initiated Changes.** Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

**5.8 Unauthorized Work.** Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

**5.9 Defective Work.** Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

**5.10 Estimates for Changes.** At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

**5.11 Form of Proposed Changes.** The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

**5.12 Changes to Contract Time.** The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled to because of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

## ARTICLE VI

### ROLE OF ARCHITECT/ENGINEER

#### 6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

**6.2 Administration.** The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility 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.

B. Reporting. Based on the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/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.

**6.3 Interpretation of Project Plans and Specifications.** The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

**6.4 Rejection of Non-Conforming Work.** Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

**6.5 Correction of Work.** The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

**6.6 Timely Performance of Architect/Engineer.** The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. If Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. If Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

## ARTICLE VII

### OWNER'S RIGHTS AND RESPONSIBILITIES

**7.1 Project Site; Title.** The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during construction.

**7.2 Project Plans and Specifications; Architect/Engineer.** The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and

specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

**7.3 Surveys; Soil Tests and Other Project Site Information.** Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

**7.4 Information; Communication; Coordination.** The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

**7.5 Governmental Body.** The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

**7.6 Pre-Completion Acceptance.** The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work

or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

#### **7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.**

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. 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 Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

**7.8 Owner's Project Representative.** Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;

- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

## **ARTICLE VIII**

### **RESOLUTION OF DISAGREEMENTS;**

#### **CLAIMS FOR COMPENSATION**

**8.1 Owner to Decide Disputes.** The Owner shall reasonably decide all questions and disputes (with the exception of matters pertaining to the interpretation of the Project Plans and Specifications which shall be resolved by the Architect/Engineer pursuant to Section 6.3) that may

arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

**8.2 Finality.** The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

**8.3 No Damages for Delay.** If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay if otherwise provided for in the Contract Documents.

**8.4 Permitted Claims Procedure.** Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of the beginning of such occurrence. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any

exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

**8.5 Contract Claims and Disputes.** After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code of Laws, subject to an administrative hearing process as provided in Section 2-26-64. The decision of the hearing officer in accordance with Section 2-26-64 of the Manatee County Code of Laws shall be the final and conclusive decision subject to exclusive judicial review in circuit court by a petition for certiorari.

**8.6 Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. 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, unless any of such damages or losses are covered by insurance placed by the Contractor; 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 XIV. Nothing contained in this Section 8.6 shall be deemed to preclude assessment of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

## **ARTICLE IX**

### **INDEMNITY**

#### **9.1 Indemnity.**

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's 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, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether 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 Section 9.1.

B. Indemnification; Enforcement Actions. The Contractor's duty to indemnify and hold harmless the Owner in Section 9.1 above shall extend to fines, penalties and costs incurred by the Owner as related to any enforcement action taken by local, state, regional or federal regulatory entities. The Owner may deduct any of such fines, penalties and costs as described in this Section from any unpaid amounts then or thereafter due the Contractor under the Contract Documents. Any of such fines, penalties and costs not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

C. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 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 Section 9.1.A. 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.

**9.2 Duty to Defend.** The Contractor shall defend the Owner in any action, lawsuit, mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. Notwithstanding any other provisions within this Article IX, so long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

## ARTICLE X

### ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

**10.1 Accounting Records.** Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

**10.2 Inspection and Audit.** The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also

include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

**10.3 Access.** The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

**10.4 Ownership of Documents.** Upon obtainment of Substantial Completion or termination of the Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

## ARTICLE XI

### PUBLIC CONTRACT LAWS

#### 11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

**11.2 Immigration Reform and Control Act of 1986.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

**11.3 No Conflict of Interest.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

A. No Interest in Business Activity. By accepting award of this Agreement, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Agreement. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering the Agreement. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of this Agreement, the County Administrator or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

**11.4 Truth in Negotiations.** By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

**11.5 Public Entity Crimes.** The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

## ARTICLE XII

### FORCE MAJEURE, FIRE OR OTHER CASUALTY

#### 12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any

government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed.

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in Section 12.1.A. and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance based on Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance based on Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

**12.2 Casualty; Actions by Owner and Contractor.** During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

**12.3 Approval of Plans and Specifications.** The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

**12.4 Notice of Loss or Damage.** The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

## ARTICLE XIII

### REPRESENTATIONS, WARRANTIES AND COVENANTS

**13.1 Representations and Warranties of Contractor.** The Contractor represents and warrants to the Owner each of the following.

A. The Contractor is a construction company, organized under the laws of the State of \_\_\_\_\_, authorized to transact business in the State of Florida, with \_\_\_\_\_ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the

aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may temporarily exclude Contractor from all or part of the site, temporarily take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere, all for such duration as is reasonably necessary to correct the deficiency. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

**13.2 Representations of the Owner.** To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

- A. The Owner is a validly existing political subdivision of the State of Florida.
- B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.
- C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the

execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

## ARTICLE XIV

### TERMINATION AND SUSPENSION

**14.1 Termination for Cause by Owner.** This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of its obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with its own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor because of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed because its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising because of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project Site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project Site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored,

less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

**14.2 Termination without Cause by Owner.** The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

**14.3 Suspension without Cause.** Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

**14.4 Termination Based Upon Abandonment, Casualty or Force Majeure.** If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

**14.5 Vacation of Project Site; Delivery of Documents.** Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

**14.6 Termination by the Contractor.** If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

EXAMPLE

Exhibit A  
Title(s) of Drawings

EXAMPLE

Exhibit B  
Title(s) of Specifications

EXAMPLE

Exhibit C  
Affidavit of No Conflict

EXAMPLE

Exhibit D  
Contractor's Certificate(s) of Insurance

EXAMPLE

Exhibit E  
Contractor's Payment and Performance Bond

EXAMPLE

Exhibit F  
Standard Forms

EXAMPLE

**APPLICATION FOR PAYMENT**

Request No.: \_\_\_\_\_ Project No.: \_\_\_\_\_  
 Purchase Order No.: \_\_\_\_\_  
 County Bid No.: \_\_\_\_\_  
 Consultant: \_\_\_\_\_

Project: \_\_\_\_\_  
 From: \_\_\_\_\_ To: \_\_\_\_\_

**CONTRACT PAYMENT SUMMARY**

Original Contract Amount:				\$	-
Change Order(s):				\$	-
Change order summary:					
Number	Date Approved	Additive	Deductive		
SUBTOTALS:		\$	-	\$	-
Net change order subtotal (Additive less Deductive):				\$	-
Current Contract Amount (CCA): (Original Amount + Change Order(s))				\$	-
		Previous Status	Total WIP		
Value of the Work in Place (WIP)	\$	-	\$	-	
Value of Stored Materials	\$	-	\$	-	
Total Earned (\$ and % of CCA)	\$	-	\$	-	
Retainage (\$ and % of CCA)	\$	-	\$	-	
Net Earned (Total earned minus retainage)				\$	-
TOTAL PREVIOUS PAYMENTS				\$	-
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$	-

**CONTRACTOR'S AFFIDAVIT OF NOTICE**

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this Application for Payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the Amount Due this Payment shown is now due.

**NOTARY:**

**CONTRACTOR:**

State of Florida, County of \_\_\_\_\_

\_\_\_\_\_  
 Name of person authorized to sign Affidavit of Notice

Sworn to (or affirmed ) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 (Name of person giving notice)

Contractor name, address and telephone no.:

\_\_\_\_\_  
 (Signature of Notary Public - State of Florida)

Print, Type or Stamp Commissioned Name of Notary Public:

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS**

(Signatures)

(Date)

Quantities verified by: \_\_\_\_\_

Consultant/Engineer: \_\_\_\_\_

Project Management: \_\_\_\_\_

Department Head: \_\_\_\_\_

Payment approved by the Board of County Commissioners: \_\_\_\_\_

Attested to by the Clerk of Circuit Court: \_\_\_\_\_

<b>CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)</b>	<b>CHECK ONE:</b>	
	Partial	Total
Project Title:	Date Submitted:	
Contractor Data: Name: Address: City/State/Zip:	Project No:	
	S. C. Date (Proposed)	
<p>If the "Partial" completion box above is checked, the following description applies to the work for which substantial completion is being sought. Otherwise, the work described in the Contract including approved changes, if any, is certified to be substantially complete: (Description of the portion of work substantially completed):</p> <div style="text-align: center; font-size: 2em; opacity: 0.2; transform: rotate(-30deg); pointer-events: none;">             SAMPLE           </div> <p style="text-align: center;">(USE CONTINUATION SHEETS IF NECESSARY)</p>		
<p>A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the Contractor's responsibility to complete all of the contract work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within _____ days of substantial completion. The approved substantial completion date is: _____</p>		
Contractor Signature	Date	Engineer's Approval
		Date
Printed Name and Title	Printed Name and Title	
<p>The Contractor shall be responsible for security, operation, safety, maintenance, HVAC, insurance and warranties in accordance with the Contract. The County will assume the responsibility for paying the cost of electrical power from midnight of the date of Engineer's approval as indicated above.</p>		
<p><b>ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.</b></p>		

**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION  
AND CONTRACTOR'S AFFIDAVIT**

Project Title:	Date Submitted:
Contractor Data: Name: Address: City/State/Zip:	Project No:
	Warranty (months):

This Final Reconciliation is for the work performed for Manatee County by the above named contractor, hereinafter called CONTRACTOR, pursuant to the contract dated \_\_\_\_\_ as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. \_\_\_\_\_ are correct and that the amount of \$ \_\_\_\_\_ including retainage is due to the CONTRACTOR, that no claims are outstanding as between the parties, and that the above stated sum represents the entirety of monies owed the CONTRACTOR.

It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from \_\_\_\_\_ to \_\_\_\_\_

As (title) \_\_\_\_\_ for CONTRACTOR, I have authority to bind said CONTRACTOR, and as such make this final reconciliation, declaration and affidavit for the purpose of inducing Manatee County to make final payment to CONTRACTOR for work done at/upon \_\_\_\_\_ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with the construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction project.

All laborers, material, men, suppliers, subcontractors and service professionals who worked for and/or supplied materials, equipment and/or services to the CONTRACTOR under this construction contract have been paid in full.

\_\_\_\_\_  
(Affiant Signature)

NOTARY:  
State of Florida, County of \_\_\_\_\_, Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ( person giving notice ).

Signature of Notary Public - State of Florida: \_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public:

Personally Known  or Produced Identification   
Type of Identification Produced \_\_\_\_\_

# CONTRACT CHANGE ORDER

PROJECT:

Change Order No.:

Contract Amount  
(Present Value)

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE

BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.

**TOTAL DECREASE:**

**TOTAL INCREASE:**

**Contractor:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City / State:** \_\_\_\_\_  
**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

THE NET CHANGE OF  
ADJUSTS THE CURRENT CONTRACT AMOUNT FROM  
TO

\_\_\_\_\_ CALENDAR DAYS ARE ADDED TO THE SCHEDULE  
 WHICH CHANGES THE FINAL COMPLETION DATE TO  
 MONTH DAY, YEAR

## RECOMMENDATION, CONCURRENCES AND APPROVALS

### SIGNATURES

### DATE

**Consultant / Engineer:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Division Manager:** \_\_\_\_\_

**Project Management Division Manager**

**Manatee County Purchasing:** \_\_\_\_\_

**Purchasing Official**

Authority to execute this contract per Manatee County Code, Chapter 2-26,  
and per the delegation by the County Administrator effective 1/26/2009

**JUSTIFICATION FOR CHANGE**

**Change Order No :**

**Project Number:**

**1. NECESSITY FOR CHANGE:**



2. Is change an alternate bid? (If yes, explain)

3. Does change substantially alter the physical size of the project? (If yes, explain)

4 Effect of this change on other "Prime" contractors?

5 Has the Surety and insurance company been notified, if applicable? CONTRACTOR RESPONSIBILITY