

**INVITATION FOR BID**  
**IFB #13-1272-DS**  
**NEAL PRESERVE TRAIL FROM CAUSEWAY PATH BOARDWALK**  
**(FDOT LAP PROJECT)**  
**(Financial Project ID # 428133-1-58-01)**

Manatee County, a political subdivision of the State of Florida, (hereinafter the "County") will receive sealed Bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

**NON-MANDATORY INFORMATION CONFERENCE**

In order to insure that all prospective Bidders have sufficient information and understanding of the County's needs, an Information Conference will be held on: **July 12, 2013 at 2:00 PM** at the **Public Works Department, 1022 26<sup>th</sup> Avenue East, Bradenton Florida 34208**. Attendance is not mandatory, but is highly encouraged.

**NOTE:**     **Article B.05 Inspection of Site (page 00020-2)** – All potential Contractors, it is mandatory that a site visit be performed at the location to familiarize yourselves with the full scope of the construction site.

**DEADLINE FOR CLARIFICATION REQUESTS:**     **July 24, 2013 at 3:00 PM**  
(Reference Bid Article A.06)

**TIME AND DATE DUE:**     **August 2, 2013 at 2:30 PM**

**Important Note:** Lobbying is prohibited (reference Bid Article A.08).

**FOR INFORMATION CONTACT:**  
Donna M. Stevens, Contract Specialist  
(941) 749-3045, Fax (941) 749-3034  
[donna.stevens@mymanatee.org](mailto:donna.stevens@mymanatee.org)  
Manatee County Financial Management Department  
Purchasing Division

AUTHORIZED FOR RELEASE: 

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SECTION 00010  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

Sealed Bids will be **publicly opened** at **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All Bidders or their representatives are invited to be present.

Any Bids received after the stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense.

**A.02 SEALED & MARKED**

**One original and two copies** of your **signed Bid** shall be submitted in one **sealed package**, clearly marked on the outside "**Sealed Bid #13-1272-DS Neal Preserve Trail from Causeway Path Boardwalk**" with your company name.

Address package to: Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205

**A.03 SECURING OF DOCUMENTS**

Complete individual copies of the Bidding documents for the project and/or products can be obtained, free of charge, at the Manatee County Public Works Department, at 1022 26<sup>th</sup> Avenue East, Bradenton Florida 34208, 941-708-7450, Extension 7327 or 7334. Documents may be obtained between the hours of 8:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. Complete set of the Bidding document must be used in preparing Bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of Bidding documents.

**A.04 BID DOCUMENTS**

**Bids** on <http://www.mymanatee.org>, Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the Owner's web page if you do not have it.

A.04 BID DOCUMENTS (Continued)

**Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids. A link to that service, <http://www.DemandStar.com>, is provided on this web site under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven (7) calendar days prior to the effective date of the Award.

IT IS THE RESPONSIBILITY OF EACH CONTRACTOR, PRIOR TO SUBMITTING THEIR BID, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID .

A.05 MODIFICATION OF BID SPECIFICATIONS

If a Bidder wishes to recommend changes to the Bid specifications, the Bidder shall furnish in writing, data and information necessary to aid the Owner in evaluating the request to modify the specifications. The Owner is not obligated to make any changes to the Bid specifications. Unless an addendum is issued, the Bid specifications shall remain unaltered. **Bidders must fully comply with the Bid specifications, terms, and conditions.**

A.06 DEADLINE FOR CLARIFICATION REQUESTS

**July 24, 2013 at 3:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential Bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this Work may achieve.

A.07 CLARIFICATION & ADDENDA

Each Bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The

A.07 CLARIFICATION & ADDENDA (Continued)

A.07 CLARIFICATION & ADDENDA (Continued)

issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, the County will broadcast the addenda on the DemandStar distribution system to “Planholders” on this web service, and post the documents on the Purchasing Division’s web page at <http://www.mymanatee.org> which can be accessed by clicking on the “Purchasing” button and then clicking on the “Bids” button. It shall be the responsibility of each Bidder, prior to submitting their Bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their Bid.

A.08 LOBBYING

After the issuance of any Invitation for Bid, prospective Bidders, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation for Bid. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of an Invitation for Bid, and ends upon execution of the final Contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.09 UNBALANCED BIDDING PROHIBITED

Manatee 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 specifications and industry and market conditions, the Bid will be presumed to be unbalanced. Examples of unbalanced Bids will include:

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate Bids.
2. 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.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

In the event the 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, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the Bid. The County reserves the right to reject as non-responsive any presumptive unbalanced Bids where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities to 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 end loaded. Front end loaded Bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the Work or otherwise creating an appearance of an under-capitalized Bidder.

In the event the County determines that a Bid is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, Bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these Bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded Bids where the Bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

A.11 WITHDRAWAL OF OFFERS

Contractors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the Bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that Contractor. b) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a Contractor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

Any Bid may be withdrawn up until the date and time set for opening of the Bid. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the Bids have been duly accepted by the County.

A.13 BID EXPENSES

All expenses for making Bids to the County are to be borne by the Bidder.

A.14 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all Bids, to waive irregularities and technicalities, and to request resubmission. Also, the 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 the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the Bid of the lowest responsive, responsible Bidder will be accepted, unless all Bids are rejected. The lowest responsive 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 attached specifications or otherwise required by the County, and who is fit and capable to perform the Bid as made.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the 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 the 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.15 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 any Manatee County procurement shall be in accordance with Manatee County Purchasing Ordinance as amended. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a Contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws.

A.16 COLLUSION

By offering a submission to this Invitation for Bid, the Bidder certifies that he has not divulged, discussed or compared their Bid with other Bidder, and has not colluded with any other Bidder or parties to this Bid whatsoever. Also, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to their own organization, that in connection with this Bid:

A.16 COLLUSION (Continued)

- a. any 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. any 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 the 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, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the Contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by Bidder for purpose of doing business.

A.17 CODE OF ETHICS

With respect to this Bid, if any Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Ordinance 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 disqualified from eligibility to perform the Work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future Bids to supply goods or services to, Manatee County.

By submitting a Bid, the Bidder represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Bidder is determined to have been untruthful in its Bid or any related presentation, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future Bids to supply goods or services to, Manatee County.



#### A.18 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all Bid specifications, terms and conditions.** Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

#### A.19 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the Bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the Bidder to the submitted Bid.

#### A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute (F.S.) § 287.133, may not submit a Bid, Proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals or replies 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 F.S. § 287.017 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 Contract 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 insure compliance with the foregoing, the Code requires all persons or entities desiring to Contract with the 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 the 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 for this purpose.

A.21 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the Bid and not shown separately. The prices as shown on the Bid Form shall be the price used in determining Award.

A.22 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the Contractor is prohibited from delineating a separate line item in his Bid for any sales or service taxes. Nothing herein shall affect the Contractor's normal tax liability.

A.23 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, 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.24 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the 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 first page of this Bid document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an Award of Contract.

A.26 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.27 MATHEMATICAL ERRORS

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. All Bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.28 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Invitation for Bid becomes "Public Records", and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intended Award decision is made earlier than this time as provided by F.S. 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision, or thirty (30) days after the opening of the new offers.

Based on the above, Manatee County will receive Bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on [www.mymanatee.org](http://www.mymanatee.org).

A.29 E-VERIFY

Vendor/Contractor:

1. 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 Vendor/Contractor during the term of the contract; and
2. Shall expressly require any 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.

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.**

**END OF SECTION A**

SECTION 00020  
**BASIS OF AWARD**

**B.01 BASIS OF AWARD**

Award shall be to the lowest, responsive, responsible Bidder meeting specifications and having the lowest Total Bid Price for **Bid "A"**, or the lowest Total Bid Price for **Bid "B"**, for the requirements listed on the Bid Form for the Work as set forth in this Invitation for Bid. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract documents to the County's satisfaction within the prescribed time.

**Two schedules for Completion of Work shall be considered. Each Bid for completion by the specified stated time shall be offered as a separate "Total Bid Price". The County has the sole authority to select the Bid based on the completion time which is in the best interest of the County. Only one Award shall be made.**

**NOTE: Inspection of the site is a pre-requisite to be considered for award of this Bid.**

In evaluating Bids, the 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 Bids are equal with respect to price, the Bid received from a local business shall be given preference in Award. Whenever two or more Bids which are equal with respect to price are received, and neither of these Bids are from a local business, the Award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public.

**B.02 SUBCONTRACTORS**

Subcontractors shall be bound by the terms and conditions of this Contract insofar as it applies to their work, but this shall not relieve the Prime Contractor from the full responsibility of the County for the proper completion of all Work to be executed under this Contract.

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

### B.03 QUALIFICATIONS OF BIDDERS

No person who is not certified or registered as a Certified General Contractor or an FDOT Pre-Qualified Roadway Contractor pursuant to the terms of Florida Statutes Chapter 489 on the day the Bid is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the Bid is submitted, may be qualified to bid on this project. In the event that a Bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in F.S. 489.119(2), then the Bidder shall only be qualified to bid on this project if: 1) the Bidder (the business organization) is on the day the Bid is submitted, and for at least three (3) consecutive years immediately prior to the day the Bid is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the Bidder, on the day the Bid is submitted, has a certified or registered Qualifying Agent, as required by F.S. 489.119, and that Qualifying Agent has been the same Qualifying Agent of the Bidder for a period of at least three (3) consecutive years immediately prior to the day the Bid is submitted.

The Prime Contractor's corporate name must appear in the State FDOT database on the Bid due date. In addition, the certification must be maintained throughout the duration of the project.

A complete list of all Subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by the County. Subcontracts shall be awarded only to those Subcontractors considered satisfactory by the County.

A Contractor desiring to bid for the performance of any construction contract located on the National Highway System (NHS) or the State Highway System (SHS) in excess of \$250,000 must be certified by the Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code. Any Bid for the performance of any construction contract in excess of \$250,000 submitted by a Contractor not certified by the Department of Transportation as qualified shall be declared "IRREGULAR" and will be REJECTED.

### B.04 PREPARATION OF CONTRACT

A written notice confirming Award or recommendation thereof will be forwarded to the successful Bidder accompanied by the required number of unsigned counterparts of the Agreement. Within ten (10) days thereafter, successful Bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved in accordance with the Manatee County Code of Laws, Chapter 2-26, and the Administrative Standards and Procedures Manual approved by the County Administrator).

**B.05** INSPECTION OF SITE

Inspection of the site is a requirement to be considered for award of this Bid. Prior to submitting a Bid, each Bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. Failure to become familiar with 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 plans and specifications. Site visit (s) shall be acknowledged in Section 00300, Bid Form page # 00300-1.

**END OF SECTION B**

SECTION 00030  
**GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

**C.01 CONTRACT FORMS**

The Agreement resulting from the acceptance of a Bid shall be in the form of the Agreement stated in this Bid.

**C.02 ASSIGNMENT OF CONTRACT**

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular Subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

**C.03 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. Two Bids shall be considered, **Bid "A"** based on **90 calendar days** and **Bid "B"** based on **120 calendar days**. The County has the sole authority to select the Bid based on the completion time which is in the best interest of the County. Only one Award shall be made.

**C.04 LIQUIDATED DAMAGES**

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$566.00 (Five hundred sixty-six dollars)** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

**C.05 PAYMENT**

Contractor may apply for partial payment on monthly estimates, based on the amount of work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a standard pay application form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent

C.05 PAYMENT (Continued)

approval is required after the pay estimate has been approved by the agent for the County.

In accordance with the Prompt Payment Act, F.S. § 218.735(7), a Punch List shall be formulated.

Time allowed for development of punch list:

1. Awarded Contracts with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.
2. Awarded Contracts with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Contract, up to sixty (60) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.

The final Contract completion date must be at least thirty (30) days after delivery of the list of items. If the list is not provided to the awarded Contractor by the agreed upon date, the Contract completion time must be extended by the number of days the County exceeds the delivery date.

It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any periodical pay estimate signed by the Contractor shall be final as to the Contractor for any or all Work covered by the periodical pay estimate.

Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and Subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, Subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in



#### C.05 PAYMENT (Continued)

which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract documents.

When final acceptance has been made by the County, the County will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made. The Contract will be considered complete when all Work has been finished, the final inspection made, approved as-builts received, and the project finally accepted in writing by the County. The Contractor's responsibility shall then terminate except as otherwise stated.

#### C.06 RETAINAGE

A retainage of 10% of the total Work in place shall be withheld until 50% complete. After 50% completion, the retainage shall be reduced to 5% of the total Work in place until final completion and acceptance of the Work by the County. Upon final acceptance, the remaining retainage shall be included in the final payment.

#### C.07 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the Contractor is warranted and guaranteed by the Contractor to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the Contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor.

#### C.08 ROYALTIES AND PATENTS

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

C.09 AUTHORIZED PRODUCT REPRESENTATION

The Contractor, 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 perform accordingly may, in the County's sole discretion, be deemed a breach of Contract, and shall constitute grounds for the County's immediate termination of the Contract.

C.10 REGULATIONS

It shall be the responsibility of the Bidder to assure compliance with any OSHA, EPA and/or other federal or State of Florida rules, regulations or other requirements, as each may apply.

C.11 CANCELLATION

Any failure of the Contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the Contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the Contractor persistently fails to perform the Work in accordance with the Contract, the County reserves the right to terminate the Contract and select the next qualified Bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this Contract with or without cause.

C.12 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting Agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Award, resulting Agreement, Contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in F.S. § 768.28.

C.13 MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the Bidder. Contractor shall furnish two (2) copies of each.

**C.14 INSURANCE**

The Contractor will not commence Work under a Contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The Contractor shall obtain, and submit to purchasing within ten (10) calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident)	<u>\$100,000</u>
(Disease-Policy Limit)	<u>\$500,000</u>
(Disease-Each Employee)	<u>\$100,000</u>

b. Commercial General Liability

The limits are to be applicable only to Work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:	
Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

**ADDITIONAL INSURED:** Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy.

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable)	<u>\$1,000,000</u>

**ADDITIONAL INSURED:** Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

C.14 INSURANCE (Continued)

d. County's Protective Liability Coverage

The minimum Owner's Protective OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the Work under this Contract.

e. Property Insurance

**If this Contract includes** construction of or additions to above ground buildings or structures, Contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

f. Installation Floater

**If this Contract does not include** construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, Contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Bid number and title of the project. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the project including any warranty periods.

h. **Complete Policies:** The entire and complete insurance policies required herein shall be provided to the County on request.

If the initial insurance expires prior to the completion of operations and/or services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this Contract.

C.14 INSURANCE (Continued)

i. Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

1. The certificate holder shall be:

**Manatee County Board of Commissioners, a political subdivision of the State of Florida  
P.O. Box 1000  
Bradenton, FL 34206-1000**

2. Certificate shall be mailed to:

**Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
Attn: Donna M. Stevens, Contract Specialist**

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation for Bid, the Bidder agrees should the Bidder's Bid be accepted, **to execute the form of Contract and present the same to Manatee County for approval within ten (10) calendar days after notice of Intent to Award.** The Bidder further agrees that failure to execute and deliver said form of Contract **within ten (10) calendar days** will result in damages to Manatee County and as guarantee of payment of same a Bid Bond/Certified Check shall be enclosed within the submitted sealed Bid in the amount of five (5%) percent of the total amount of the Bid. The Bidder further agrees that in case the Bidder fails to enter into a Contract, as prescribed by Manatee County, the Bid Bond/Certified Check accompanying the Bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a Contract with a Bidder, or if the County rejects any and/or all Bids, accompanying bond will be promptly returned.

C.16 PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall furnish surety bonds using the Public Construction Bond form prescribed in F.S. § 255.05, which is provided herein, as security for faithful performance of the Contract awarded as a result of this Bid and for the payment of all persons performing labor and/or furnishing material in connection therewith. Failure to provide the required bonds on the prescribed form may result in successful Bidder being deemed nonresponsive. Bonds must be in the form prescribed in F.S. § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in F.S. § 255.05.

Surety of such bonds shall be in an amount equal to the Bid Award (100% each) issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and Payment Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within ten (10) calendar days after notification of Intent to Award.

C.16 PERFORMANCE AND PAYMENT BONDS (Continued)

In addition, pursuant to F.S. § 255.05(1)(b), prior to commencing Work, the Contractor shall be responsible and bear all costs associated to record the Performance and Payment Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to F.S. § 255.05(1)(b), the County will make no payment to the Contractor until the Contractor has complied with this paragraph.

Furnishing of the recorded Performance and Payment Bonds shall be requisite to execution of a Contract with the County. Said Performance and Payment Bonds will remain in force for the duration of the Contract with the premiums paid by the Contractor. Failure of the successful Bidder to execute such Contract and to supply the required bonds shall be just cause for cancellation of the Award. The County may then contract with another acceptable Bidder or re-advertise this Invitation for Bid. If another Bidder is accepted, and notice given within ninety (90) days after the opening of the Bids, this acceptance shall bind the Bidder as though they were originally the successful Bidder.

Failure of the County at any time to require performance by the Contractor of any provisions set out in the Contract will in no way affect the right of the County, thereafter, to enforce those provisions.

C.17 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

C.18 NO INTEREST

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

C.19 CONSTRUCTION OF CONTRACT

This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

C.20 BE GREEN

All Bidders are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

**END OF SECTION C**

SECTION 00100  
**BID SUMMARY**

**D.01 THE WORK**

The Work included in this Contract consists of the connection of Neal Preserve to the existing sidewalk on the northside of SR 64 with approximately 2,080 LF (linear feet) of 10' trail and 79 LF (linear feet) of 8' Trail under the Bridge in accordance with the related standards and specifications noted below. **All required MOT shall be provided by the Contractor.**

Related Standards and Specifications:

Governing Standards and Specifications:

Florida Department of Transportation 2013 Design Standards and revised index drawings, as appended herein, and applicable articles and subarticles of Division I and all of Divisions II and III of the 2013 Standard Specifications for Road and Bridge Construction, as amended by Contract documents.

For Design Standards, click on the "Design Standards" link below:

<http://www.dot.state.fl.us/rddesign/>

For the 2013 Standard Specifications for Road and Bridge Construction, click on the "Specifications" link below:

<http://www.dot.state.fl.us/specificationsoffice/>

The successful Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these specifications.

The successful Contractor 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 Owner.

The successful Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Contract documents or not.

The apparent silence of the specifications as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these specifications shall be made upon that basis.



## D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each Bid item from any of the Bidders; and the Bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract price or Contract time.

If apparent successful Bidder declines to make any such substitution, County may award the Contract to the next lowest qualified Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons who County does not make written objection to. Contractor shall not be required to employ any Subcontractor, Supplier, other person or organization who Contractor has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of this Contract insofar as it applies to their work, but this shall not relieve the Prime Contractor from the full responsibility to the County for the proper completion of all Work to be executed under this Contract.

**No more than 70% of the Bid Price, including labor and materials (excluding Discretionary Work) shall be performed by Subcontractors. It is a requirement of Federal Highway Administration (FHWA) that a minimum of 30% of the Scope of Work shall be performed by the Prime Contractor. Bid Form includes a duplication of Bid items where the Bidder shall state the percentage of Work and a description of the Work (of each item) which shall be performed by a Subcontractor.**

## D.03 BIDS

Bids are to be submitted in **triplicate, one original and two copies**, upon the County supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any Bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to Bid requirements.

A Bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the Bid shall be executed by two or more of the general partners. If made by a corporation, the Bid shall be executed by its President or other legally authorized corporate officer or agent.

#### D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid documents thoroughly; (b) visit the site 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 Bid documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid document.

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 site 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 Contract documents. County will provide each Bidder access to the site to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the site 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 Contractor in performing the Work are identified in the Contract documents.

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

#### D.05 MATERIALS AND WORKMANSHIP

All materials and apparatus required for this Work, except as specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

#### D.06 REGULATIONS AND MATERIAL DISPOSAL

It shall be the responsibility of the Contractor to assure compliance with any OSHA, EPA, federal, state, and/or local rules, regulations or other requirements as each may apply.

**D.07 PROJECT CLOSE-OUT**

Clean construction site and remove any and all excess materials. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation. The Contractor shall remedy any deficiencies promptly should the County determine any Work is incomplete or defective.

When the County determines the Work is acceptable in accordance with this Invitation for Bid, the Contractor shall provide the close out submittals, including but not necessarily limited to the following:

- 1 set Certificate of Warranties
- 1 set Manufacturer's Product Literature (when applicable)
- 1 set Project Record Drawings
- 1 set Subcontractor Information (when applicable)

**D.08 DISCRETIONARY WORK**

This Bid item entails minor increases (that may be directed by staff) to existing Bid item quantities or minor modification items not bid which were unforeseen and necessary during the construction to provide a safe, complete project in accordance with Bid documents. (This will not affect the requirement for change orders involving major modifications to the project.) Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial Scope of Work and without costly delays.

**D.09 PROGRESS REQUIREMENTS**

All Work done under this Contract shall be done with a minimum of inconvenience to the private property owners in the area. The Contractor shall coordinate his Work with private property owners such that existing utility services are maintained and they have access to their property at all times.

**END OF SECTION D**

SECTION 00300  
**BID FORM**  
(SUBMIT IN TRIPLICATE)

**For: NEAL PRESERVE TRAIL FROM CAUSEWAY PATH BOARDWALK**

<b>TOTAL BID PRICE (BID "A"):</b> _____
<b>Based on a Completion Time of 90 calendar days</b>
<b>TOTAL BID PRICE (BID "B"):</b> _____
<b>Based on a Completion Time of 120 calendar days</b>

Two schedules for completion of the Work shall be considered. Each Bid for completion by the specified stated time shall be offered as a separate "Total Bid Price". The County has the sole authority to select the Bid based on the completion time which is in the best interest of the County. Only one Award shall be made.

We, the undersigned, hereby declare that we have carefully reviewed the Bid documents, and with full knowledge and understanding of the aforementioned herewith submit this Bid, meeting each and every specification, term, and condition contained in the Invitation for Bids, in its entirety.

We understand that the Bid package, in its entirety, including but not limited to, all specifications, terms, and conditions in their entirety shall be made a part of any Agreement or Contract between Manatee County and the successful Bidder. Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows: **(Complete all fields)**

Person's Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ FL Contractor License# \_\_\_\_\_

License in the Name of: \_\_\_\_\_

Bidder is a WBE/MBE Vendor? \_\_\_\_\_ Certification \_\_\_\_\_

COMPANY'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE(S): \_\_\_\_\_

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

CO. MAILING ADDRESS: \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_ (if applicable)

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

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

I, \_\_\_\_\_ on [date] \_\_\_\_\_ attest that I have visited the project site(s) to familiarize myself with the full Scope of Work required for the Bid.

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**SWORN STATEMENT  
THE FLORIDA TRENCH SAFETY ACT**

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 IFB No. 13-1272-DS
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, 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 \_\_\_\_\_, 2013.

**(Impress official seal)**

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

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

**BID FORM**  
**Section 00300 (SUBMIT IN TRIPLICATE)**  
**IFB# 13-1272-DS**  
**Neal Preserve Trail from Causeway Path Boardwalk**  
**LAP AGREEMENT (FIN ID# 428133-1-58-01) MANATEE COUNTY PROJECT NO. 6068711**  
**BID "A" Based on Completion time of 90 Calendar Completion Days**

NO.	FDOT ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE \$	EXTENDED COST \$
1.	101-1	Mobilization	1	LS	\$	\$
2.	102-1	Maintenance of Traffic	1	LS	\$	\$
3.	104-11	Floating Turbidity Barrier	1,003	LF	\$	\$
4.	104-10-3	Sediment Barrier	2,003	LF	\$	\$
5.	110-1-1	Clearing & Grubbing	1	AC	\$	\$
6.	120-1	Regular Excavation	622	CY	\$	\$
7.	120-6	Embankment	100	CY	\$	\$
8.	120-72	Gravel Fill	23	CY	\$	\$
9.	121-70	Flowable Fill	23	CY	\$	\$
10.	515-2-302	Pedestrian/Bicycle Railing, Aluminum Only, 54" Type 1	375	LF	\$	\$
11.	522-1	Sidewalk Concrete 4" Thick	832	SY	\$	\$
12.	522-2	Sidewalk Concrete 6" Thick	2,420	SY	\$	\$
13.	530-1	Rip-Rap, Sand-Cement	60	CY	\$	\$
14.	570-1-2	Sodding (Performance Turf)	3,556	SY	\$	\$
15.	700-20-12	Single Post Sign, F&I, 12-20 SF	9	AS	\$	\$
		<b>DISCRETIONARY WORK</b>				<b>\$25,000.00</b>
		Reference Basis of Estimate Manual for Pay Item Descriptions				
		<b>Total Cost Bid "A" Based on 90 Calendar Completion Days</b>				<b>\$</b>

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

BID "A"

**BID FORM - SUBCONTRACTOR PERCENTAGE**

**Section 00300 (SUBMIT IN TRIPLICATE)**

**IFB# 13-1272-DS**

**Neal Preserve Trail from Causeway Path Boardwalk**

**LAP AGREEMENT (FIN ID# 428133-1-58-01) MANATEE COUNTY PROJECT NO. 6068711**

**BID "A" Based on Completion time of 90 Calendar Completion Days**

NO.	FDOT ITEM NO.	ITEM DESCRIPTION	%	MBE/DBE	Description of Work by Subcontractor
1.	101-1	Mobilization			
2.	102-1	Maintenance of Traffic			
3.	104-11	Floating Turbidity Barrier			
4.	104-10-3	Sediment Barrier			
5.	110-1-1	Clearing & Grubbing			
6.	120-1	Regular Excavation			
7.	120-6	Embankment			
8.	120-72	Gravel Fill			
9.	121-70	Flowable Fill			
10.	515-2-302	Pedestrian/Bicycle Railing, Aluminum Only, 54" Type 1			
11.	522-1	Sidewalk Concrete 4" Thick			
12.	522-2	Sidewalk Concrete 6" Thick			
13.	530-1	Rip-Rap, Sand-Cement			
14.	570-1-2	Sodding (Performance Turf)			
15.	700-20-12	Single Post Sign, F&I, 12-20 SF			

**This form is a duplication of the bid items where the Bidder shall state the percentage (%) of work of each item listed and a brief description of the work that shall be performed by the subcontractor.**

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

BID "A"

<p align="center"><b>BID FORM</b>  <b>Section 00300 (SUBMIT IN TRIPLICATE)</b>  <b>IFB# 13-1272-DS</b>  <b>Neal Preserve Trail from Causeway Path Boardwalk</b>  <b>LAP AGREEMENT (FIN ID# 428133-1-58-01) MANATEE COUNTY PROJECT NO. 6068711</b>  <b>BID "B" Based on Completion time of 120 Calendar Completion Days</b></p>						
NO.	FDOT ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE \$	EXTENDED COST \$
1.	101-1	Mobilization	1	LS	\$	\$
2.	102-1	Maintenance of Traffic	1	LS	\$	\$
3.	104-11	Floating Turbidity Barrier	1,003	LF	\$	\$
4.	104-10-3	Sediment Barrier	2,003	LF	\$	\$
5.	110-1-1	Clearing & Grubbing	1	AC	\$	\$
6.	120-1	Regular Excavation	622	CY	\$	\$
7.	120-6	Embankment	100	CY	\$	\$
8.	120-72	Gravel Fill	23	CY	\$	\$
9.	121-70	Flowable Fill	23	CY	\$	\$
10.	515-2-302	Pedestrian/Bicycle Railing, Aluminum Only, 54" Type 1	375	LF	\$	\$
11.	522-1	Sidewalk Concrete 4" Thick	832	SY	\$	\$
12.	522-2	Sidewalk Concrete 6" Thick	2,420	SY	\$	\$
13.	530-1	Rip-Rap, Sand-Cement	60	CY	\$	\$
14.	570-1-2	Sodding (Performance Turf)	3,556	SY	\$	\$
15.	700-20-12	Single Post Sign, F&I, 12-20 SF	9	AS	\$	\$
		<b>DISCRETIONARY WORK</b>				<b>\$25,000.00</b>
		Reference Basis of Estimate Manual for Pay Item Descriptions				
		<b>Total Cost Bid "B" Based on 120 Calendar Completion Days</b>				<b>\$</b>

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

BID "B"



**BID FORM - SUBCONTRACTOR PERCENTAGE**

**Section 00300 (SUBMIT IN TRIPLICATE)**

**IFB# 13-1272-DS**

**Neal Preserve Trail from Causeway Path Boardwalk**

**LAP AGREEMENT (FIN ID# 428133-1-58-01) MANATEE COUNTY PROJECT NO. 6068711**

**BID "B" Based on Completion time of 120 Calendar Completion Days**

NO.	FDOT ITEM NO.	ITEM DESCRIPTION	%	MBE/DBE	Description of Work by Subcontractor
1.	101-1	Mobilization			
2.	102-1	Maintenance of Traffic			
3.	104-11	Floating Turbidity Barrier			
4.	104-10-3	Sediment Barrier			
5.	110-1-1	Clearing & Grubbing			
6.	120-1	Regular Excavation			
7.	120-6	Embankment			
8.	120-72	Gravel Fill			
9.	121-70	Flowable Fill			
10.	515-2-302	Pedestrian/Bicycle Railing, Aluminum Only, 54" Type 1			
11.	522-1	Sidewalk Concrete 4" Thick			
12.	522-2	Sidewalk Concrete 6" Thick			
13.	530-1	Rip-Rap, Sand-Cement			
14.	570-1-2	Sodding (Performance Turf)			
15.	700-20-12	Single Post Sign, F&I, 12-20 SF			

**This form is a duplication of the bid items where the Bidder shall state the percentage (%) of work of each item listed and a brief description of the work that shall be performed by the subcontractor.**

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

BID "B"

SECTION 00430  
**CONTRACTOR'S QUESTIONNAIRE**  
(Submit in Triplicate)

The 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. License #: \_\_\_\_\_

License Issued to: \_\_\_\_\_

Date License Received (MM/DD/YR): \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Company's Physical Address

\_\_\_\_\_  
City \_\_\_\_\_ State of Incorporation, if applicable \_\_\_\_\_ (Zip Code)

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

\_\_\_\_\_  
For how many years? \_\_\_\_\_ Is this firm in bankruptcy? \_\_\_\_\_

\_\_\_\_\_  
**Years holding a Certified General Contractors License**

\_\_\_\_\_  
**Years holding an FDOT Pre-Qualified Roadway Contractor**

\_\_\_\_\_  
**Years experience performing this type of project**

\_\_\_\_\_  
**NHS or SHS Certification (see B.03 Qualification of Bidders)**

**(Attach a list of projects where this specific type of work was performed)**

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

4. (Continued)

Has license ever been suspended, revoked, removed or under investigation?

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5. Describe and give the date and County of the last three government or private work of similar scope you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the budget, actual cost, size and summary of work for each project. Attach additional pages as necessary. (Note: If listing a Manatee County reference they should not be directly associated with this project)

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6. 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.

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7. Have you ever failed to complete work awarded to you? Or provide projects not completed within Contract time. If so, state when, where (contact name, address, phone number) and why.

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8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

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

9. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities? Have you visited the site(s)? \_\_\_\_\_  
Provide date(s) of site visit: \_\_\_\_\_

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10. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the Work?

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

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12. If any, list (with Contract amount) WBE/MBE to be utilized:

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

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

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

15. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

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

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

Phone: (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

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

SECTION 00491  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**  
**SWORN STATEMENT PURSUANT TO ARTICLE V,**  
**MANATEE COUNTY PURCHASING ORDINANCE**

**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 a County Contract for public improvements, procurement of goods or services (including professional services) or a County lease, franchise, concession or management Agreement, or shall receive a grant of County monies unless such person or entity has submitted a written certification to the County 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 the County'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.

(Cont'd.)

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 the County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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 CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

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

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

\_\_\_\_\_  
[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.

SECTION 00500  
FORM OF AGREEMENT  
BETWEEN THE  
COUNTY OF MANATEE, FLORIDA  
AND THE CONTRACTOR AS IDENTIFIED BELOW  
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and **insert Contractor name**, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the State of Florida, with offices located at **insert Contractor address**.

**ARTICLE 1. WORK**

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB#13-1272-DS, Neal Preserve Trail from Causeway Path Boardwalk** in strict accordance with Contract documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

**ARTICLE 2. COMPENSATION**

As compensation to the CONTRACTOR, the COUNTY shall pay and the CONTRACTOR will accept as full consideration for the performance of all Work required by **IFB#13-1272-DS, Neal Preserve Trail from Causeway Path Boardwalk**, subject to additions and deductions as provided therein, the sum of **\$insert Award amount including discretionary dollars** for Bid "**insert A or B**" based on a completion time of **insert days** calendar days.

**ARTICLE 3. LIQUIDATED DAMAGES**

Time is of the essence in this Agreement. As of the date of this Agreement, the damages that will be suffered by the County in the event of the Contractor's failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if the Contractor fails to achieve substantial completion of the Work within **insert days** calendar days of issuance of the Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved change orders), the Contractor shall



pay to the County, as liquidated damages (and not as a penalty), the sum of \$566.00 per calendar day for each day beyond insert days days until the Contractor achieves substantial completion. The County shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by the Contractor. Alternatively, the Contractor shall immediately pay said sums to the County upon the County's demand for same.

**ARTICLE 4. ENGINEER**

The County of Manatee, Public Works Department, is responsible as the COUNTY and as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract documents.

All communications involving this project will be addressed to: Mr. Brian Martineau, Sr. Engineering Specialist, Public Works Department and to the Engineer of Record, Mr. Chris Mowbray, Highway Engineering Div. Mgr Public Works Department. All invoicing will be addressed to the attention of: Mr. Brian Martineau and a copy sent to Mr. Chris Mowbray, at the addresses noted below.

Manatee County Government  
Public Works Department  
Attn: Mr. Brian Martineau  
Sr. Engineering Specialist  
IFB# 13-1272-DS  
1022 26<sup>th</sup> Avenue East  
Bradenton Florida 34208  
(941) 708-7450 ext. 7243

Manatee County Government  
Public Works Department  
Attn. Mr. Chris Mowbray  
Highway Engineering Div. Mgr.  
IFB# 13-1272-DS  
1022 26th Avenue East  
Bradenton, FL 34208  
(941) 708-7450 ext. 7605

Where the terms ENGINEER and/or COUNTY are used in the Contract Documents, it shall mean the COUNTY'S project management team.

## **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract price, within the Contract time and in accordance with the other terms and conditions of the Bid documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 5.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

#### **ARTICLE 6. CONTRACT DOCUMENTS**

The Contract documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 6.1 This Agreement and Bid document **IFB# 13-1272-DS.**
- 6.2 Public Construction Bond Form and Insurance Certificate(s)
- 6.3 Drawings/Plans (not attached)
- 6.4 Addendum number insert Addendum # to insert Addendum # inclusive
- 6.5 CONTRACTOR'S Bid Form
- 6.6 Reports
- 6.7 The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written change orders and other documents amending, modifying, or supplementing the Contract documents.

6.8 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract documents other than those listed above in this Article 6.

#### **ARTICLE 7. MISCELLANEOUS**

- 7.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interest in the Contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract documents.
- 7.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract documents.

**AGREEMENT**  
**IFB # 13-1272-DS**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

**CONTRACTOR**

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

\_\_\_\_\_  
Print Name & Title of Signer

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

**COUNTY OF MANATEE, FLORIDA**

By: \_\_\_\_\_  
Melissa M. Wendel, CPPO  
Purchasing Official

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

SECTION 00700  
**GENERAL CONDITIONS**

**ARTICLE 1. DEFINITIONS**

Whenever used in the Bid documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

Addendum - Written or graphic instruments issued prior to the opening of Bids which clarify or change the Bidding documents or the Contract documents.

Agreement - The written Agreement between Owner and Contractor covering the Work to be performed; other Contract documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by the Project Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract documents.

Award - Acceptance of the Bid from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Manatee County Code of Laws.

Bid - The offer of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - One who submits a Bid directly to the Owner, as distinct from a Sub-bidder, who submits a Bid to a Bidder.

Bidding Documents - Consists of the Invitation for Bid, which includes but is not limited to the Bid Form, drawings, technical specifications, terms and conditions, and the proposed Contract documents (including all addenda issued prior to receipt of Bids); and becomes a part of the Agreement.

Bonds - Performance and payment bonds and other instruments of security.

Change Order - A document recommended by the Project Representative which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract price or the Contract time, issued on or after the effective date of the Agreement.

Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

Contract Documents - The Agreement, addenda (which pertain to the Contract documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), the bonds, the specifications, special provisions and the drawings, together with all amendments, modifications and supplements issued on or after the effective date of the Agreement.

Contract Price - The monies payable by Owner to Contractor under the Contract documents as stated in the Agreement.

Contract Time - The number of days or the date stated in the Notice to Proceed for the completion of the Work.

Contractor - The person, firm or corporation with whom Owner has entered into an Agreement.

Days - All references to days are to be considered calendar days except as specified differently.

Defective - An adjective which when modifying the Work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract documents, or has been damaged prior to Project Representative's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner).

Discretionary - Payment for all Work that shall be made only at the Owner's discretion in order to satisfactorily complete the project in accordance with the plans and specifications.

Drawings - The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by Engineer and are referred to in the Bidding and Contract documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective (date of execution).

Excusable Delay - Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other Contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

Field Order - A written order issued by Project Representative which orders minor changes in the Work, but which does not involve a change in the Contract price or the Contract time.

Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Inexcusable Delay - Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor.

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract time.

Notice of Award - The written notice to the successful Bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance.

Notice of Intent to Award - The written notice to the apparent low Bidder stating Award has been recommended with final Award to be authorized by the Board of County Commissioners.

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 (ten (10) days from date of such notice) Contractor's obligations under the Contract documents.

Owner - Manatee County, Florida, Board of County Commissioners.

Preconstruction Conference - Prior to starting the Work, a meeting scheduled by Owner with Contractor to review the Work schedules, to establish procedures for handling shop drawings and other submissions, for processing periodical pay estimates, and such other matters as may be pertinent to the project.

Prejudicial Delay - Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract time unless the Work is accelerated.

Pre-operation Testing - All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract documents for their intended purposes.

Project - The total construction of which the Work to be provided under the Contract documents may be the whole or a part as indicated elsewhere in the Contract documents.



Project Representative - The authorized representative of Owner who is assigned to the project or any part thereof.

Schedule of Values – Unit prices shall be established for this Contract by the submission of a schedule of values. The Contractor shall submit a schedule of values within ten (10) days of Notice to Proceed date. The schedule shall include quantities and prices of items equaling the Total Bid Price and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices will 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.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Special Provisions: As required to define work or procedures not covered in the standard specifications, and as necessary to supplement or modify items in the standard specifications.

Specifications - Those portions of the Contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual or corporation having a direct contact with Contractor or with any other Subcontractor for the performance of a part of the Work at the site. Such person or firm has contractual relations with the Contractor, not with the Owner.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of substantial completion, it is sufficiently complete in accordance with Contract documents so that the Work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due.

Successful Bidder - The lowest, responsible and responsive Bidder to whom an Award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or

other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract documents.

Work Directive Change - A written directive to Contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by 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 to emergencies. A work directive change may not change the Contract price 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 price or Contract time.

Written Amendment - A written amendment of the Contract documents, signed by Owner and Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the Contract documents.

## **ARTICLE 2. PRELIMINARY MATTERS**

Computation of Time: 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.

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract. The schedule shall show, as 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 Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also 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 under the Contract, 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.

- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The Contract time will commence at the time specified in such notice. 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 date on which the Contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear 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 his efficiency or to improve the character of his Work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency of any improvement shall not release the Owner from his obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 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 3. CONTRACT DOCUMENTS: INTENT, AMENDING, RE-USE**

- 3.1 The Contract documents comprise the entire Agreement between Owner and Contractor concerning the Work. The Contract documents are complementary; what is called for by one is as binding as if called for by all. The Contract documents will be construed in accordance with the laws and ordinances of the State of Florida and Manatee County.

Should a conflict exist within the Contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions, and 4) Drawings.

Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 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, 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, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract documents.

3.3 The Contract documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 Administrative Contract Adjustment (ACA)

3.3.4 A Work Directive Change

3.4 In addition, the requirements of the Contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.4.1 Discretionary Work – Field Directive

3.4.2 Engineer's approval of a Shop Drawing or sample

#### **ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES**

4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

4.2 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 will not permit overtime work or the

performance of work on Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least seventy-two (72) hours in advance).

- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 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.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract documents. If required by 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.
- 4.5 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. Nothing in the Contract documents shall create any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such Subcontractor, Supplier or other person or organization.
- 4.6 Permits: 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.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste

materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract documents.

4.8 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.

4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any 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:

4.9.1 all employees on the work and other persons and organizations who may be affected thereby;

4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

4.9.4 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 way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

4.10 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to 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 Contract documents 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.

4.11 For substitutes not included with the Bid, but submitted after the effective date of the Agreement, Contractor shall make written application to 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 provisions 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 Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the Bid, 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.

4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract documents.

4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without 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.

4.11.3 Contractor shall reimburse Owner for the charges of Engineer and 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.

- 4.12 The Contractor shall furnish, free of charge, 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 construction 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 will 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 will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the Work and all other matters which can in any way affect the Work under this Contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the Work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his Bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the Contract documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the Work, finds that the drawings and/or Contract documents cannot be followed, he 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 risk.

#### **ARTICLE 5. OWNER'S RESPONSIBILITIES**

- 5.1 Owner shall furnish the data required of Owner under the Contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than twenty (20) days) after the Work has been accepted by the Owner. 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/Engineer. Standard County forms shall be utilized.



- 5.2 The Owner shall provide the lands upon which the Work under this Contract 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.
- 5.3 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.

#### **ARTICLE 6. CHANGES IN THE WORK**

- 6.1 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 change order, or a work directive change. 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).
- 6.2 Contractor shall not be entitled to an increase in the Contract price or an extension of the Contract time with respect to any Work performed that is not required by the Contract documents as amended, modified and supplemented.
- 6.3 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.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract price or Contract time for the proposed change. 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 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.

## **ARTICLE 7. CHANGE OF CONTRACT PRICE**

- 7.1 The Contract price 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 his expense without change in the Contract price.
- 7.2 The Contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the Contract price 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 ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract price shall be determined in one of the following ways (at Owner's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
  - 7.3.2 By mutual acceptance of lump sum.
  - 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the Contract price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract price 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
  - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
  - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or

7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or

7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

#### **ARTICLE 8. CHANGE OF CONTRACT TIME**

8.1 Contract time may only be changed by a change order or a written amendment. 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 as a result of the occurrence of said event.

8.2 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.

8.3 All time limits stated in the Contract documents are of the essence.

#### **ARTICLE 9. WARRANTY, TEST/INSPECTION, CORRECTION**

9.1 Contractor warrants (for a minimum period of three (3) years or as otherwise stated herein) and guarantees to Owner that all Work will be in accordance with the Contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing (Contractor shall give 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).

9.2 If any Work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by 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.

9.3 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 engineers, architects, 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 schedule and shall not be entitled to an extension of the Contract time and the recovery of delay damages due to correcting or removing defective Work.

9.3.1 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 exclude Contractor from all or part of the site, 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 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 Engineer and a change order will be issued incorporating the necessary revisions.

9.3.2 If within three (3) years after the date of completion 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.

#### **ARTICLE 10. SUSPENSION/TERMINATION OF WORK**

10.1 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 price or an extension of the Contract

time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.

10.2 Owner may terminate the Contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the Work in accordance with the Contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the Contract.

10.2.1 Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the 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 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 price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

10.3 If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) 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 Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the Work until payment of all amounts then due.

## **ARTICLE 11. CONTRACT CLAIMS**

- 11.1 The rendering of a decision by Engineer 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. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the Contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of Contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the Contractor provided any goods or services required by the Contract or after the date on which the Contractor knew or should have known such a claim existed. The Manatee County Code of Laws, Section 2-26-63, Contract Claims, details the requirements and process for such a claim.

## **ARTICLE 12. RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES**

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the Owner/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
  - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

- 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
- 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
- 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
- 12.2.6 Conduct on-site observations of the Work in progress to assist Owner/Engineer in determining if the Work is proceeding in accordance with the Contract documents and that completed Work will conform to the Contract documents.
- 12.2.7 Report to Owner/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or does not meet the requirements of any inspections, tests or approvals required or if Work has been damaged prior to final payment; and advise Owner/Engineer when he believes Work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the Contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the Contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to Owner/Engineer.

- 12.2.12 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 subsequent to the execution of the Contract, Owner/Engineer's clarifications and interpretations of the Contract documents, progress reports and other project related documents.
- 12.2.13 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. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, Subcontractors and major Suppliers of materials and equipment.
- 12.2.15 Furnish Owner/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.
- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the Schedule of Values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 12.2.19 During the course of the Work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the Work.
- 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.



- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.
- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative:
- 12.3.1 Shall not authorize any deviation from the Contract documents or approve any substitute materials or equipment;
  - 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the Contract documents;
  - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
  - 12.3.4 Shall not 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;
  - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the Work;
  - 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and
  - 12.3.7 Shall not participate in specialized field or laboratory tests.

### **ARTICLE 13. APPRENTICES**

- 13.1 If successful Contractor employs apprentices, he shall be governed and comply with the provisions of F.S. § 446.011.

NOTE: The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the County. Standard County forms shall be utilized.

**END OF SECTION**

## MAILING LABEL

Cut along the outside border and affix this label to your sealed Bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the Bid and the Bid due date and time where requested.

### MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

**SEALED BID - DO NOT OPEN**

**CONTRACTOR:** \_\_\_\_\_

**SEALED BID NO: IFB# 13-1272-DS**

**BID TITLE: Neal Preserve Trail from Causeway Path Boardwalk**

**DUE DATE/TIME:** \_\_\_\_\_ @ \_\_\_\_\_

**MANATEE COUNTY GOVERNMENT  
PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_  
(Enter bond number)

BY THIS BOND, We \_\_\_\_\_, located at \_\_\_\_\_, as  
(Name of Contractor) (Address)  
Principal and \_\_\_\_\_, a corporation, whose address is  
(Name of Surety)

\_\_\_\_\_

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. IFB #13-1272DS with the County for the project titled Neal Preserve Trail from Causeway Path Boardwalk, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. IFB #13-1272DS, between Principal and County for construction of Neal Preserve Trail from Causeway Path Boardwalk, the Contract being  
(Title of Project)  
made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

*(Corporate Seal)*

*(Corporate Seal)*

**AGENT or BROKER**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Telephone

Licensed Florida Insurance Agent?  Yes  No

License #: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

City of: \_\_\_\_\_

## Chapter 2 Units of Measure

### 2.1 Abbreviations

Listed below are selected abbreviations used in the Basis of Estimates. For a more complete list of abbreviations, refer to Design Standards, Index No. 001.

AC	Acre
AS	Assembly*
BU	Bushel
CF	Cubic Foot
CO	Cleanout*
CY	Cubic Yard
DA	Day
DD	Dollars per Day
EA	Each
ED	Each Day
GA	Gallon
GK	Gross Kilometer
GM	Gross Mile
HA	Hectare
HR	Hour
KG	Kilogram
KL	Kiloliter
KM	Kilometer
LB	Pound
LF	Foot
LI	Liter
LO	Location
LS	Lump Sum
LU	Luminaire
M1	Meter
M2	Square Meter
M2	Square Meter
M3	Cubic Meter
MB	Board Measure/ Thousand Feet
MG	Thousand Gallons
MH	Man-hour**
MI	Mile
MO	Month
MT	Metric Ton
NK	Net Kilometer
NM	Net Mile
PA	Per Analysis*

PB	Per Building*
PI	Per Intersection*
PL	Plant*
PM	Per Mile*
PS	Per Set*
PW	Per Well*
SF	Square Foot
SY	Square Yard
TH	Therms
TN	Ton
YD	Yard

\*Units which may be replaced with unit of Each (EA), upon pay item review

\*\* Units may be replaced with Hour (HR), upon review.

## 2.2 ACCURACY

Unless otherwise indicated for a specific pay item, accuracy is recorded as follows:

Unit of Measure	Accuracy*
AC	1/10 of an acre
CF	1/10 of a cubic foot
CY	1/10 of a cubic yard
GM	1/1000 of a mile
MB	1/10 of a thousand foot board measure
NM	1/1000 of a mile
TN	1/10 of a Ton
Unit items	Unit quantity: each, assembly, location, set, intersection
Others	To the nearest whole number: pound, foot, square yard, gallon, day,

\*Note: Calculations are performed with one additional significant figure, and then rounded to the above accuracy for measurement/payment.

## 2.3 CONVERSION FACTORS

### Linear Measure

25.4 mm/in  
0.03937 in/mm  
0.3048 m/ft  
3.2808 ft/m  
0.9144 m/yd  
1.0936 yd/m  
1.609 km/mi  
0.621 mi/km

### Area Measure

9 ft<sup>2</sup>/yd<sup>2</sup>

0.836 m<sup>2</sup>/yd<sup>2</sup>  
1.2 yd<sup>2</sup>/m<sup>2</sup>  
0.40 ha/ac  
4047 m<sup>2</sup>/ac  
2.477 ac/ha  
43,560ft<sup>2</sup>/ac  
4840 yd<sup>2</sup>/ac  
640 ac/mi<sup>2</sup>  
0.386 mi<sup>2</sup>/km<sup>2</sup>  
2.590 km<sup>2</sup>/mi<sup>2</sup>

#### **Volume, Liquid Measure**

1728 in<sup>3</sup>/ft<sup>3</sup>  
0.028 m<sup>3</sup>/ft<sup>3</sup>  
0.765 m<sup>3</sup>/yd<sup>3</sup>  
27 ft<sup>3</sup>/yd<sup>3</sup>  
0.2642 gal/l  
3.785 l/gal

#### **Force, Weight Measure**

2.205 lb/kg  
1.10 TN/MT  
0.907 MT/TN (short ton)  
2000 lb/ton (short ton)  
1000 kg/MT

Additional items to be added upon request.

#### **Chapter 2 Revision History**

2-20-13: Updated header dates for 2013 edition.  
11-23-11: Updated header dates for 2012 edition.  
12-1-10: Updated header dates for 2011 edition.  
10-30-09: Updated header dates for 2010 edition.  
1-28-09: Added 2.2 Accuracy. Renumbered 2.3 Conversion Factors.  
10-1-2008: Updated header dates for 2009 edition.



MANATEE COUNTY  
FLORIDA



**Public Works Department**  
*1022 25<sup>th</sup> Avenue East*  
*Bradenton, FL 34208*

# DESIGN VARIATION

From: Chris Mowbray, P.E

Phone: 941.708.7480

Fax: 941.708-7500

FPID Number: 428133-1-58-01

Submittal Type: 100% Plans Review Comments

Project Description: Neal Preserve Trail from Causeway Pkwy to Boardwalk

Date: 01-09-2013

# Submittal/Approval Letter

To: B.A. Masing, P.E.  
District Design Engineer

Date: 12/20/2012

Financial Project ID: 428133      New Const. (X)    RRR ( )

Federal Aid Number: \_\_\_\_\_

Project Name: Neal Preserve Trail

State Road Number: 64      Sec: 13150000

Begin Project MP: 1.294      End Project MP: 1.294

Full Federal Oversight: Yes ( ) No (X)    1.294

Request for Design Exception ( ), Design Variation (X)

(For Design Exception or Variations Requiring Central Office Approval)

Re-submittal: Yes ( ) No (X) Original Ref# \_\_\_\_\_

Requested for the following element(s):

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Design Speed         | <input type="checkbox"/> Lane Widths                   | <input type="checkbox"/> Shoulder Widths    | <input type="checkbox"/> Bridge Widths           |
| <input type="checkbox"/> Structural Capacity  | <input checked="" type="checkbox"/> Vertical Clearance | <input type="checkbox"/> Grades             | <input type="checkbox"/> Cross Slope             |
| <input type="checkbox"/> Superelevation       | <input type="checkbox"/> Horizontal Alignment          | <input type="checkbox"/> Vertical Alignment | <input type="checkbox"/> Stopping Sight Distance |
| <input type="checkbox"/> Horizontal Clearance | <input type="checkbox"/> Other _____                   |   |  |

This design variation is for vertical clearance of the Neal Preserve Trail under SR 64, Bridge # 130054 at the intercoastal waterway.

Recommended by:

*B.A. Masing*  
Responsible Professional Engineer

Date: 1/4/13

Approvals:

*1/24/13*  
*B.A. Masing*      Date 1-24-13  
District Design Engineer  
N/A      Date \_\_\_\_\_  
State Roadway Design Engineer  
N/A      Date \_\_\_\_\_  
State Chief Engineer

*Edward Mulin*      Date 1/23/13  
District Structures Design Engineer  
N/A      Date \_\_\_\_\_  
State Structures Design Engineer  
N/A      Date \_\_\_\_\_  
FHWA Division Administrator



# MANATEE COUNTY FLORIDA

Date: 12/20/2012

Attn: Bernie A. Masing, P.E., District Design Engineer

**Subject: Design Variation for Neal Preserve Trail; Financial Project ID: 428133**

Local road number or street name: SR 64 @ intercoastal waterway  
Project description (limits): concrete sidewalk trail under east side of bridge  
Type construction (new, rehab, adding lanes, resurfacing, etc.): new  
State and/or Federal road number (if applicable): SR 64 @ MP 1.294 in Manatee County

### Project Description and Concerns

Neal Preserve Trail LAP project is proposed to connect the Neal Preserve property located on the south east side of the SR 64 Bridge (# 130054) that connects the mainland to Anna Maria Island to the existing trail that is located on the north side of SR 64.

The 10 feet wide concrete trail (2,100 feet) will be constructed within FDOT's south ROW, westward, under the eastern side of the bridge, then curve to the east, connecting to the existing concrete trail. The width of the sidewalk will be eight feet under the bridge and 60 feet long.

The vertical clearance between the proposed sidewalk and a water main hanging on the south side is 7.1 feet while the bridge beams are at 7.4 feet clearance. The future users will be pedestrians and cyclists only, with no vehicles of any type, nor horse riders proposed.

### Requested Design Variation

According to FDOT 2012 Plans Preparation Manuals (PPM/Volume 1) design criteria 8.6.6, the minimum vertical clearance to obstructions is eight feet (96 inches) for bicyclists. ADA regulation 4.6.5 requires 80 inches minimum vertical clearance for corridors, passageways, aisles, or other circulation spaces for pedestrians.

Manatee County is requesting a design variation under the bridge for the required eight feet height clearance.

Public Works Department - Engineering Services  
Mailing Address: P. O. Box 1000, Bradenton, FL 34206-1000  
Street Address: 1022 26<sup>th</sup> Ave. E., Bradenton, FL 34208  
\* PHONE: 941.708-7462 \* FAX: 941.708-7475  
\* [www.myanatee.org](http://www.myanatee.org)

**Operational Impacts**

Interconnectivity will be accomplished with the existing trail and allow pedestrians and cyclists safe passage under bridge.

**Safety Impacts**

No detrimental impacts to the safety of the pedestrians and bicyclists are anticipated.

**Benefit/Cost Analysis**

Lowering the sidewalk was considered but anchor beams holding the seawall cap in place would only gain a few inches, possibly adversely affecting the structural integrity, creating a drainage removal problem and the OPS center denied a permit request for subsurface exploration.

**Recommendation**

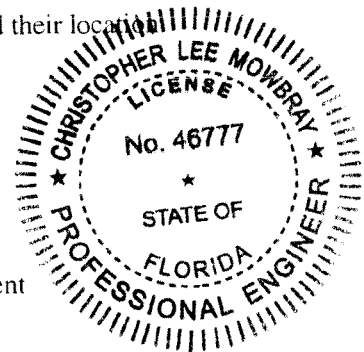
Allowing this variation would mirror the conditions of the newly opened "Riverwalk" where a similar potential for pedestrians and cyclists trying to cross a high speed road may have occurred. With proper advanced warning signage for cyclists, low speed anticipated due to the curving sidewalk and approach to a "tunnel" effect, an approval for the design variation is recommended.

Please see sheets 7, 8, and 9 for the proposed typical sections, the signs and their locations.

Recommended by: \_\_\_\_\_

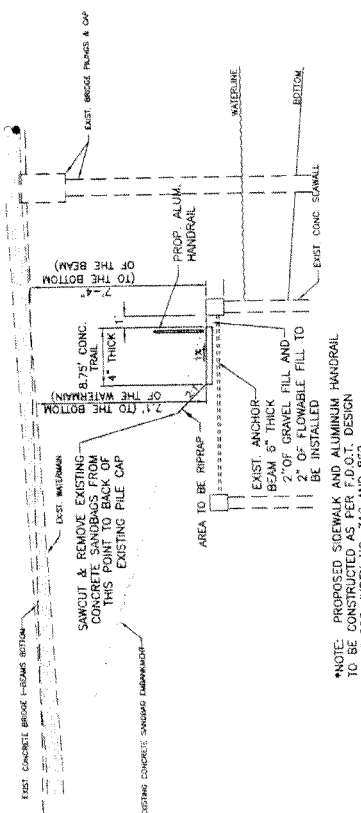
Christopher L. Mowbray, P.E  
FL. P.E. Number: 46777  
Date: 12/20/2012

Manatee County Public Works Department  
1022, 26<sup>th</sup> Avenue East  
Bradenton, FL 34208

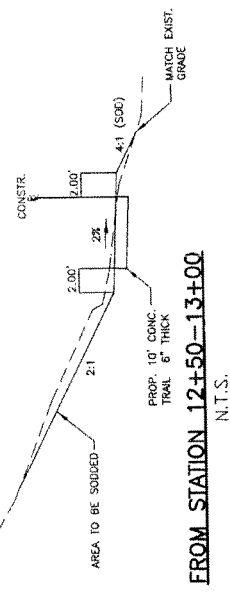


**NEAL PRESERVE  
 FROM CAUSEWAY PATH  
 BOARDWALK  
 TYPICAL SECTIONS**

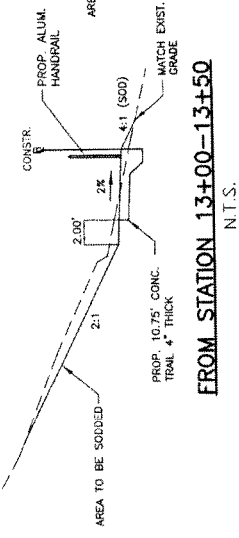
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SURVEY #	508
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SCALE	1"=10'
DATE	10/20/71
BY	MM
CHECKED	MM
DATE	10/20/71
DESIGNED	MM
DATE	10/20/71
CONTRACT	10000000
ENGINEER	CHRISTOPHER LEE
PROFESSIONAL ENGINEER	143 46777
STATE OF	MISSISSIPPI
OFFICE	MEMPHIS
PROJECT	NEAL PRESERVE
DATE	10/20/71



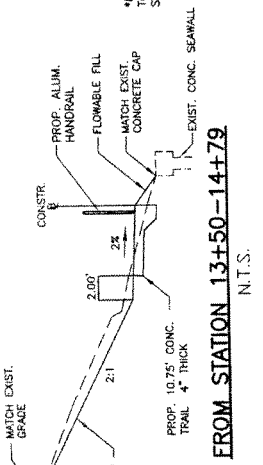
**FROM STATION 10+00-12+00  
 TRANS. TO STA. 12+50  
 FROM 4:1 TO 2:1 SLOPE  
 N.T.S.**



**FROM STATION 12+50-13+00  
 N.T.S.**

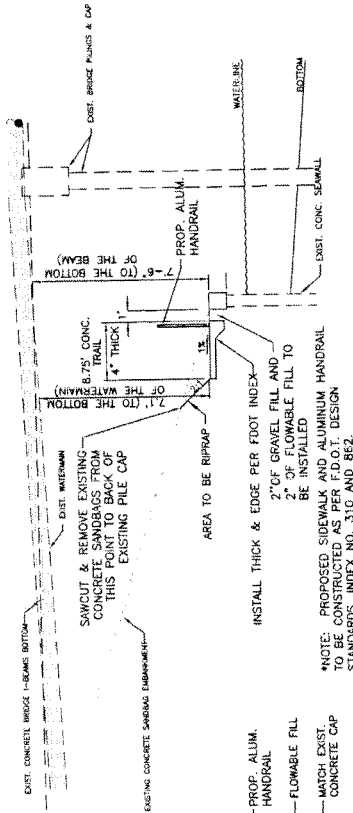


**FROM STATION 13+00-13+50  
 N.T.S.**

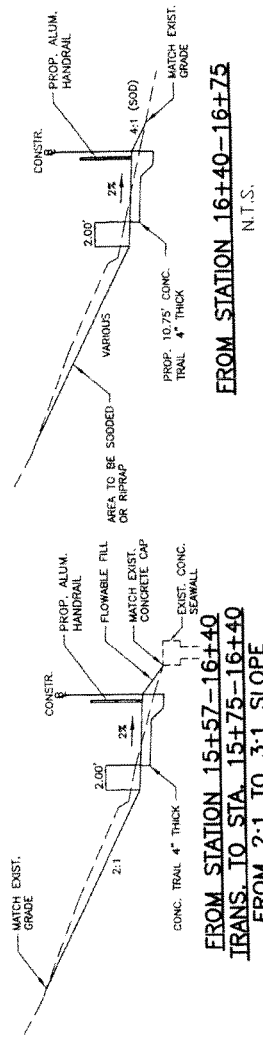


**FROM STATION 13+50-14+79  
 N.T.S.**

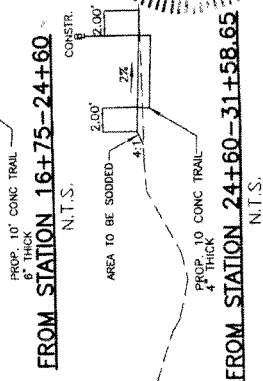
**FROM STA. 14+79 TO STA. 15+52  
 AREA WITH ANCHOR BEAM  
 N.T.S.**



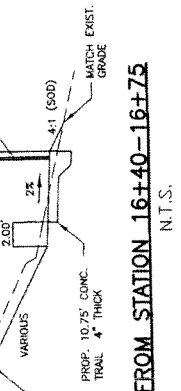
**FROM STA. 14+79 TO STA. 15+52  
 AREA WITHOUT ANCHOR BEAM  
 N.T.S.**



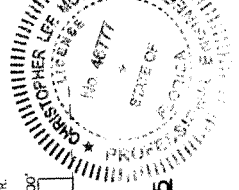
**FROM STATION 15+57-16+40  
 TRANS. TO STA. 15+79-16+40  
 FROM 2:1 TO 3:1 SLOPE  
 N.T.S.**



**FROM STATION 16+40-16+75  
 N.T.S.**

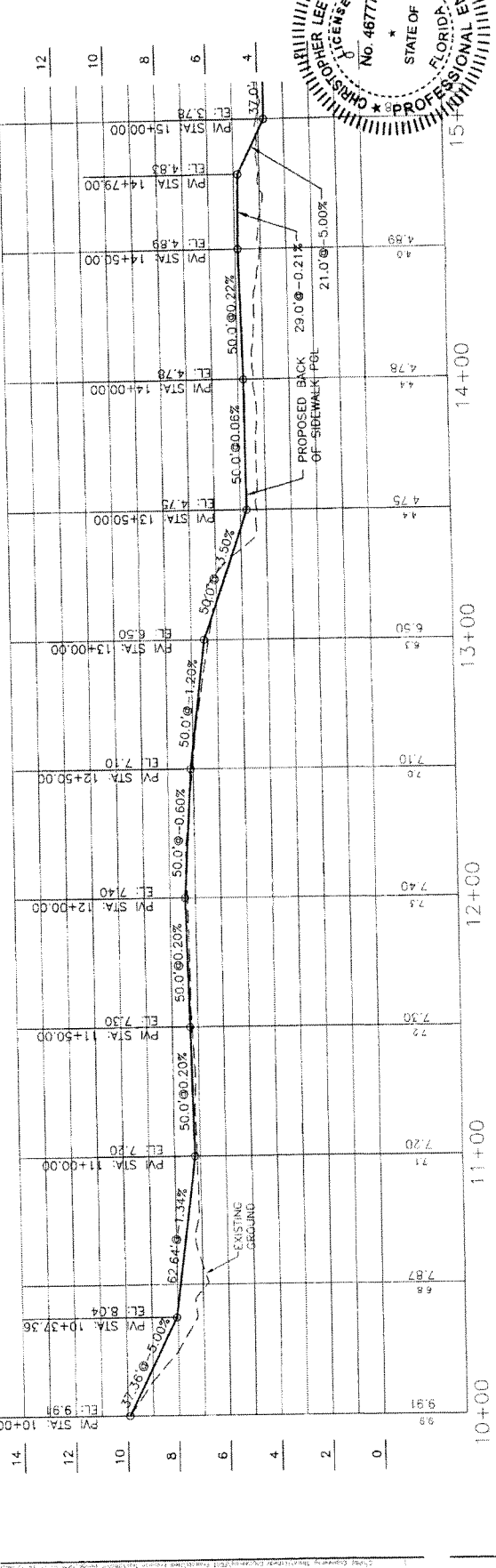
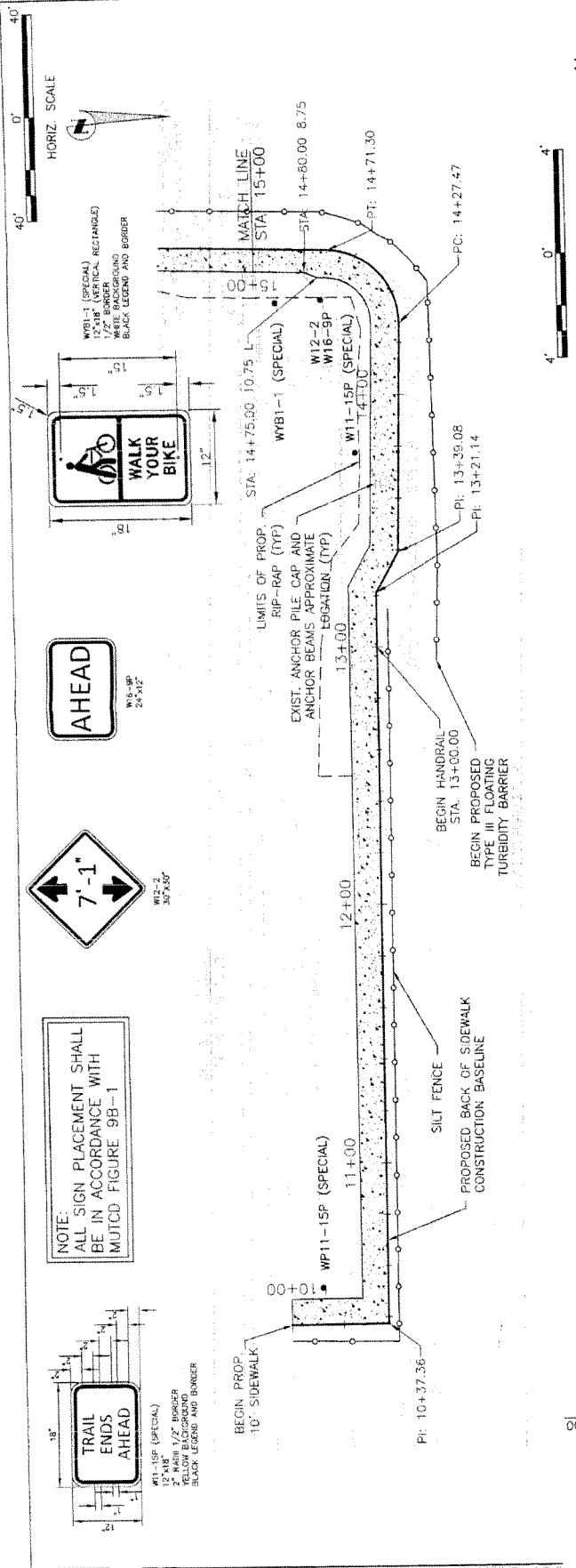


**FROM STATION 16+75-24+60  
 N.T.S.**

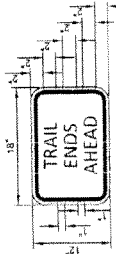




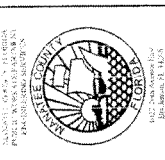
**NEAL PRESERVE FROM CAUSEWAY PATH BOARDWALK PLAN & PROFILE AND STA. 10+00 TO 15+00**



NOTE: ALL SIGN PLACEMENT SHALL BE IN ACCORDANCE WITH MUTCD FIGURE 9B-1

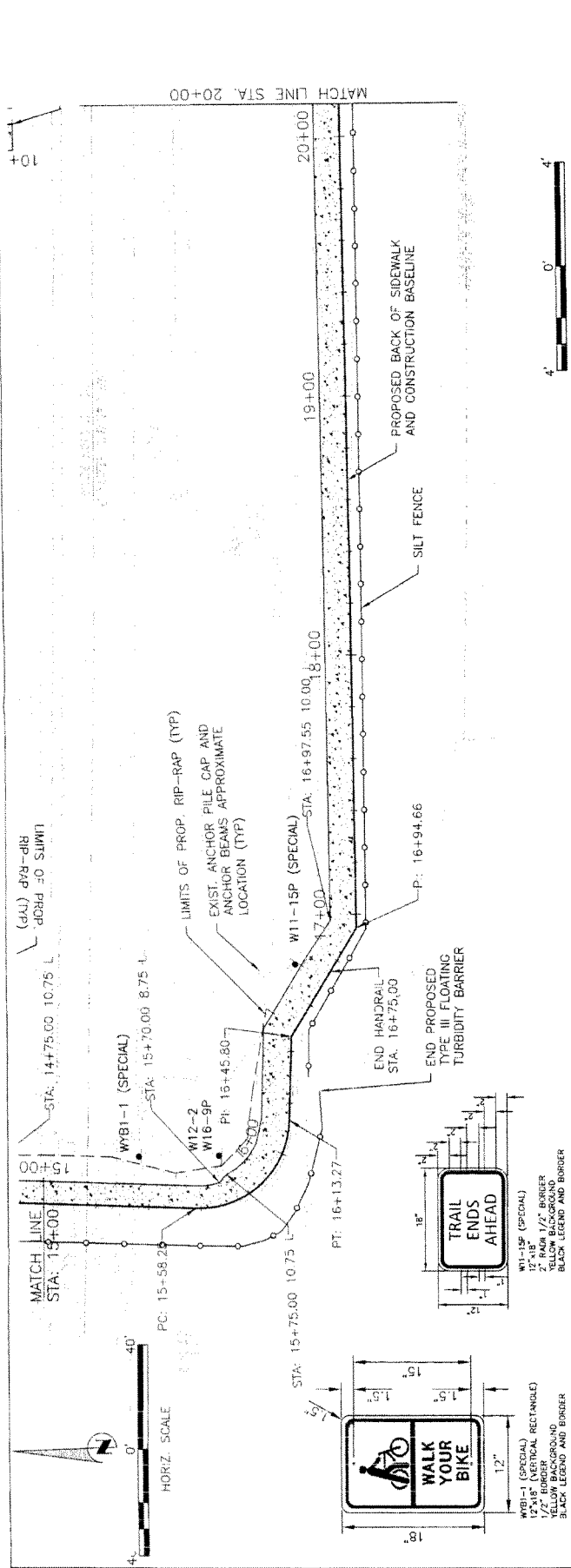


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 SHEET # 000  
 SEC 7/TH/PSL 28.245/1/SE  
 SCALE 1"=40.00'  
 DATE 05/06/09  
 BY AM 05/06/09  
 CHECKED AM 05/06/09  
 DESIGNED AM 05/06/09  
 LET NUMBER P.E. #46777  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 CHRISTOPHER LEE MONTAYA  
 No. 46777

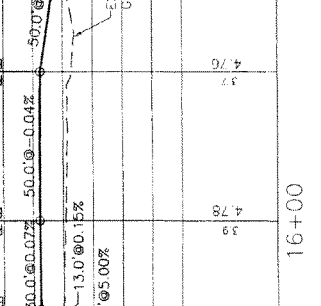


NEAL PRESERVE FROM  
 CAUSEWAY PATH BOARDWALK  
 PLAN & PROFILE AND  
 EROSION CONTROL PLAN  
 STA. 15+00 TO 20+00

PROJECT #	SM #2013-1
SHEET #	300
SCALE	AS SHOWN
DATE	05/06/02
DESIGNED BY	AM
CHECKED BY	AM
DATE	08/10/11
SCALE	AS SHOWN
DATE	05/06/02
DESIGNED BY	AM
CHECKED BY	AM
DATE	08/10/11



14	14	PM STA. 20+00.00	EL. 5.70	5.60	5.50	5.40	5.30	5.20	5.10	5.00	4.90	4.80	4.70	4.60	4.50	4.40	4.30	4.20	4.10	4.00	3.90	3.80	3.70	3.60	3.50	3.40	3.30	3.20	3.10	3.00	2.90	2.80	2.70	2.60	2.50	2.40	2.30	2.20	2.10	2.00	1.90	1.80	1.70	1.60	1.50	1.40	1.30	1.20	1.10	1.00	0.90	0.80	0.70	0.60	0.50	0.40	0.30	0.20	0.10	0.00
12	12	PM STA. 19+50.00	EL. 5.60	5.50	5.40	5.30	5.20	5.10	5.00	4.90	4.80	4.70	4.60	4.50	4.40	4.30	4.20	4.10	4.00	3.90	3.80	3.70	3.60	3.50	3.40	3.30	3.20	3.10	3.00	2.90	2.80	2.70	2.60	2.50	2.40	2.30	2.20	2.10	2.00	1.90	1.80	1.70	1.60	1.50	1.40	1.30	1.20	1.10	1.00	0.90	0.80	0.70	0.60	0.50	0.40	0.30	0.20	0.10	0.00	
10	10	PM STA. 19+00.00	EL. 5.50	5.40	5.30	5.20	5.10	5.00	4.90	4.80	4.70	4.60	4.50	4.40	4.30	4.20	4.10	4.00	3.90	3.80	3.70	3.60	3.50	3.40	3.30	3.20	3.10	3.00	2.90	2.80	2.70	2.60	2.50	2.40	2.30	2.20	2.10	2.00	1.90	1.80	1.70	1.60	1.50	1.40	1.30	1.20	1.10	1.00	0.90	0.80	0.70	0.60	0.50	0.40	0.30	0.20	0.10	0.00		
8	8	PM STA. 18+50.00	EL. 5.40	5.30	5.20	5.10	5.00	4.90	4.80	4.70	4.60	4.50	4.40	4.30	4.20	4.10	4.00	3.90	3.80	3.70	3.60	3.50	3.40	3.30	3.20	3.10	3.00	2.90	2.80	2.70	2.60	2.50	2.40	2.30	2.20	2.10	2.00	1.90	1.80	1.70	1.60	1.50	1.40	1.30	1.20	1.10	1.00	0.90	0.80	0.70	0.60	0.50	0.40	0.30	0.20	0.10	0.00			
6	6	PM STA. 18+00.00	EL. 5.30	5.20	5.10	5.00	4.90	4.80	4.70	4.60	4.50	4.40	4.30	4.20	4.10	4.00	3.90	3.80	3.70	3.60	3.50	3.40	3.30	3.20	3.10	3.00	2.90	2.80	2.70	2.60	2.50	2.40	2.30	2.20	2.10	2.00	1.90	1.80	1.70	1.60	1.50	1.40	1.30	1.20	1.10	1.00	0.90	0.80	0.70	0.60	0.50	0.40	0.30	0.20	0.10	0.00				
4	4	PM STA. 17+50.00	EL. 5.20	5.10	5.00	4.90	4.80	4.70	4.60	4.50	4.40	4.30	4.20	4.10	4.00	3.90	3.80	3.70	3.60	3.50	3.40	3.30	3.20	3.10	3.00	2.90	2.80	2.70	2.60	2.50	2.40	2.30	2.20	2.10	2.00	1.90	1.80	1.70	1.60	1.50	1.40	1.30	1.20	1.10	1.00	0.90	0.80	0.70	0.60	0.50	0.40	0.30	0.20	0.10	0.00					
2	2	PM STA. 17+00.00	EL. 5.10	5.00	4.90	4.80	4.70	4.60	4.50	4.40	4.30	4.20	4.10	4.00	3.90	3.80	3.70	3.60	3.50	3.40	3.30	3.20	3.10	3.00	2.90	2.80	2.70	2.60	2.50	2.40	2.30	2.20	2.10	2.00	1.90	1.80	1.70	1.60	1.50	1.40	1.30	1.20	1.10	1.00	0.90	0.80	0.70	0.60	0.50	0.40	0.30	0.20	0.10	0.00						
0	0	PM STA. 16+50.00	EL. 5.00	4.90	4.80	4.70	4.60	4.50	4.40	4.30	4.20	4.10	4.00	3.90	3.80	3.70	3.60	3.50	3.40	3.30	3.20	3.10	3.00	2.90	2.80	2.70	2.60	2.50	2.40	2.30	2.20	2.10	2.00	1.90	1.80	1.70	1.60	1.50	1.40	1.30	1.20	1.10	1.00	0.90	0.80	0.70	0.60	0.50	0.40	0.30	0.20	0.10	0.00							





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# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at [WaterMatters.org](http://WaterMatters.org)

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7801 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

July 03, 2012

Manatee County Public Works Department  
Attn: Chris Mowbray, P.E.  
P.O. Box 1000  
Bradenton, FL 34206-1000

**Subject: Project Evaluation - Project Exempt**

Project Name:

Manatee County - Sidewalks for Neal Preserve  
Trail

File Number:

665277

County:

MANATEE

Sec/Twp/Rge:

S27/T34S/R16E

Reference: Rule 40D-4.051(13)(a), Florida Administrative Code (F.A.C.)  
Subsection 373.406(6), Florida Statutes (F.S.)

Dear Mr. Mowbray:

The District has reviewed the information you submitted for the project referenced above and has determined that an Environmental Resource Permit (ERP) **will not be required** for the proposed sidewalk (approximately 2,200 linear feet) along State Road 64 from the Anna Maria Sound bridge to the Neal Preserve Park entrance. [Rule 40D-4.051(13)(a), F.A.C.]

The information received by the District will be kept on file to support the District's determination regarding your project. This information is available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's determination that your project does not require an ERP is only applicable pursuant to the statutes and rules in effect at the time the information was submitted and may not be valid in the event subsequent changes occur in the applicable rules and statutes. Additionally, this notification does not mean that the District has determined that your project is permanently exempt from permitting requirements. Any subsequent change you make in the project's operation may necessitate further evaluation or permitting by the District. Therefore, you are advised to contact the District before beginning the project and before beginning any activity which is not specifically described in your submittal. Your timely pursuit of this activity is encouraged to avoid any potential rule changes that could affect your request.

This letter constitutes notice of Final Agency Action of the project referenced above. The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of

**RECEIVED**

JUL 09 2012

**PUBLIC WORKS  
ENGINEERING DIVISION**



general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of agency action, as well as a noticing form that can be used is available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the Regulation Division at the District Service Office that services this permit or other agency action, for retention in the File of Record for this agency action.

If you have questions regarding this matter, please contact Steven Lopes in the Tampa Service Office, extension 6506. Please reference the Project Name and Inquiry/Permit Number in future communications concerning this project.

Sincerely,

**Michelle K. Hopkins, P.E.**  
Environmental Resource Permit Bureau

Enclosures: Notice of Rights  
cc: File of Record

## Notice of Rights

### **Administrative Hearing**

1. You or any person whose substantial interests are or may be affected by the District's action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C., can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 US Hwy 301, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 987-6746. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

### Judicial Review

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by final District action may seek judicial review of the District's final action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

Name: NEAL PRESERVE TRAIL FROM CAUSEWAY PATH BOARDWALK  
 IFB No. 13-1272-DS (Project File: 428133-1-58-01)  
 Revised: June 25, 2013

**FLORIDA DEPARTMENT OF TRANSPORTATION  
 (Construction Contract)  
 LOCAL AGENCY PROGRAM SUPPLEMENTAL CONDITIONS**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

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### **1. Bonding and Prequalification**

Upon award, furnish to the Agency, and maintain in effect throughout the life of the Contract, an acceptable surety bond in a sum at least equal to the amount of the Contract. Execute such bond on the form furnished by the Agency. Obtain a surety that has a resident agent in the State of Florida, meets all of the requirements of the laws of Florida and the regulations of the Agency, and has the Agency's approval. Ensure that the surety's resident agent's name, address and telephone number is clearly stated on the face of the Contract Bond.

A contractor desiring to bid for the performance of any construction contract located on the National Highway System (NHS) or the State Highway System (SHS) in excess of \$250,000 must be certified by the Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code. Any bid for the performance of any construction contract in excess of \$250,000 submitted by a contractor not certified by the Department of Transportation as qualified shall be declared "IRREGULAR" and will be REJECTED.

### **2.&10. Buy America and Foreign Contractor and Supplier Restriction**

**6-12.2 Source of Supply - Steel (Federal-Aid Contracts Only):** For Federal-aid Contracts, only use steel and iron produced 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 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 and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pres-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the 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. 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 (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$(actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

### **3. Change Orders**

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 change order, or a work directive change. 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).

Contractor shall not be entitled to an increase in the Contract price or an extension of the Contract time with respect to any Work performed that is not required by the Contract documents as amended, modified and supplemented.

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.

At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract price or Contract time for the proposed change. 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 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.

The Contract price 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 his expense without change in the Contract price.

The Contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the Contract price 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 ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.

Where the Work involved is covered by unit prices contained in the Contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.

By mutual acceptance of lump sum.

On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)

Either Owner or Contractor may make a claim for an adjustment in the Contract price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:

If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract price 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

If there is no corresponding adjustment with respect to any other item of Work; and

If a Contractor believes that it has incurred additional expense as a result thereof; or

The value of any Work covered by a change order or for any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at County's discretion):

Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.

By mutual acceptance of lump sum.

On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)

Either Owner or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:

If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price 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

If there is no corresponding adjustment with respect to any other item of Work; and

If a Contractor believes that it has incurred additional expense as a result thereof; or

If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or

If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

Contract time may only be changed by a change order or a written amendment. 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 as a result 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.

All time limits stated in the Contract documents are of the essence.

#### **4. Claims**

The rendering of a decision by Engineer 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. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the Contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of Contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the Contractor provided any goods or services required by the Contract or after the date on which the Contractor knew or should have known such a claim existed. The Manatee County Code of Law, Section 2-26-63, Contract Claims, details the requirement and process for such a claim.

#### **5. Contractor Purchased Equipment for State or Local Ownership**

The OWNER does not allow.

#### **6. Disadvantage Business Enterprise (DBE)**

**General:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department (FDOT) approves the plan. The DBE Affirmative Action Program Plan and commitment to carry out the Plan must be incorporated into and become a part of the awarded Contract. **Effective October 1, 2011, the new DBE goal will be 8.60%. This will be in place until September 30, 2014.**

**Required Contract and Subcontract DBE Assurance Language:** Per 49 CFR 26.13 (b) each Contract FDOT signs with a 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."

**DBE Records and Reports:** Submit the following through the Equal Opportunity Compliance System:

1. Bid Opportunity List – within 3 business days after submission of bid proposal.
2. Anticipated DBE Participation Statement within 3 business days after the Pre-Construction Conference or contract execution, whichever occurs later.
3. Report monthly, through the Equal Opportunity Compliance System on the FDOT'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 instruction on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

- (a) the procedures adopted to comply with these Specifications;
- (b) the number of subordinated Contracts on FDOT projects awarded to DBEs;
- (c) the dollar value of the Contracts awarded to DBEs;
- (d) the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
- (e) a description of the general categories of Contracts awarded to DBEs; and
- (f) the specific efforts employed to identify and award Contracts to DBEs.

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

All such records are required to be maintained for a period of five years following acceptance of final payment and have them available for inspection by the FDOT and the Federal Highway Administration.

**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. On the Anticipated DBE Participation Statement only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Submit a revised Anticipated DBE Participation State to reflect changes to the initial Anticipated DBE Participation Statement within 14 business days from the date of the change.

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

- (a) 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 ad DBE credit.
- (b) The Department will count the entire amount of fees or commissions charged by the DBE firm for providing 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.
- (c) 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.
- (d) 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.
- (e) The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function in the work of a contract may be counted toward the voluntary DBE goal.
- (f) 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.
- (g) 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.
  - (h) 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.
  - (i) If a DBE does not perform or exercise responsibility for at least 30 percent 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. 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(s) of trade or job classification(s) involved in the work. In the event the Contractor subcontracts a portion of the contract work, he/she 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. The Contractor shall apply the requirements of this Section to such subcontract. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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 the 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 225 calendar days.
  - (b) If the contract time allowance is 225 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
Under \$1,000,000	0
Over \$1,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14

Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000*	
*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 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(s) 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. Full 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. Full 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 for significant period and completes his/her training on this Contract.
3. Full credit will be allowed for each trainee who, due to the amount of work available in his/her classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.
  4. Full credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that he/she has made his/her a good faith effort to provide training in that classification.
  5. No credit will be allowed for trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

The Contractor shall, as far as is practical, comply with the time frames established in the approved On-The-Job Training Schedule. When this proves to be impractical, a revised schedule shall be submitted and approved as provided above.

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 On-The-Job Training, 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 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 he 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 he/she has successfully completed a training course leading to journeyman status, has been employed as a journeyman, or had had extensive experience in the classification being considered for training. The Contractor shall 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 established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of 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:

Trainee Enrollment and Personnel Action form

Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the contractor and the Department; and,

A letter stating that the trainee has sufficiently progressed in the craft and is being promoted to journeyman status.

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 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 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 positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office. Some 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.

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. Credit for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal Aid Project; contributes to the cost of the training, provides the instruction to the trainee and pays the trainee's wages during the offsite training period.

No credit shall be given to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman for a period ample enough to allow the employee time to gain experience in the training classification or failure to continue training the employee time to gain experience in the training classifications is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Section.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. This compensation rate will be increased to the journeyman's wage for that classification upon graduation from the training program.

The Contractor shall furnish the trainee a copy of the program he 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 occurs: 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.

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

Painters, Electricians and Mechanics are identified as crafts under-utilized by minorities. All training classifications except Laborers are identified as under-utilized by females.

Priority selection should also include those crafts under-utilized and/or void of minorities and/or female by the particular company's workforce.

If the Contractor does not select a training classification that has been targeted as an under-utilized craft, and those classifications can be used for the selection of training for this project, the On-The-Job Training Schedule will not be approved unless written justification for exceptions is attached.

#### **8. Equal Employment Opportunity**

**Equal Employment Opportunity Policy:** Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must 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."

**Equal Employment Opportunity Officer:** Designate and make known to the Department's contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

**Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities.

**Recruitment:** When advertising for employees, include in all advertisements for employees the notation "An Equal Opportunity Employer".

**Personnel Actions:** Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

(1) Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(2) Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

(3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

(4) Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

**Subcontracting:** Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

**Records and Reports:** Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

(1) The number of minority and non-minority group members employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and non-minority group employees currently engaged in each work classification required by the Contract work.

**9. Equipment Rental Rates**

For any machinery or special equipment (other than small tools, including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable equipment rates will be established as set out below:

- (1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- (2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- (3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- (4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

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

The Owner 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 Owner 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.

**10. Foreign Contractor and Supplier Restriction**

This item is combined with item #2 above

**11. Incentive/Disincentive Clauses**

Not applicable to this contract.

**12. Indian Preference On Federal-Aid Projects (Labor & Employment)**

Not applicable to this contract.

**13. REQUIREMENTS FOR FEDERAL JOBS – COMPLIANCE WITH FHWA 1273**



The FHWA-1273 Electronic version, dated August 2012 is posted on the Department of Transportation's website at the following URL address: [www.dot.state.fl.us/specificationsoffice/Implemented/URSinSpecs/files/df1273.pdf](http://www.dot.state.fl.us/specificationsoffice/Implemented/URSinSpecs/files/df1273.pdf). Take responsibility to obtain this information and comply with all requirements posted on this website through five (5) calendar days before the opening of bids.

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

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

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

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

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

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

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

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

##### **1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. Liquidated Damages**

Applicable liquidated damages are the amounts established in the following schedule:

Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under	\$278
Over \$50,000 but less than \$250,000	\$388
\$250,000 but less than \$500,000	\$566
\$500,000 but less than \$2,500,000	\$1148
\$2,500,000 but less than \$5,000,000	\$1914
\$5,000,000 but less than \$10,000,000	\$2514
\$10,000,000 but less than \$15,000,000	\$3300
\$15,000,000 but less than \$20,000,000	\$3782
\$20,000,000 and over	\$5684 plus 0.00005 of any amount over \$20 million

For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the Engineer will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the Owner may have granted the Contractor or, in case of his default, the surety shall pay to the Owner, not as a penalty, but as liquidated damages, in the amount of \$566.00 per calendar day in which work is not completed.

The Owner has the right to apply, as payment on such liquidated damages, any money the Owner owes the Contractor.

The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the Owner, the Contractor and his surety are liable for the liquidated damages under the Contract, but the Owner will not charge liquidated damages for any delay in the final completion of the Owner's performance of the work due to any unreasonable action or delay on the part of the Owner.

The Owner considers the Contract complete when the Contractor has completed all work and the Owner has accepted the work. The Owner will then release the Contractor from further obligation except as set forth in his bond.

**16. State/Local Hiring Preference**

The Owner certifies that this contract does not include state or local hiring preferences.

**17. Method of Bidding**

The OWNER certifies that this project shall be awarded to the lowest responsive and responsible bidder.

**18. Owner Force Account/Cost Effective Justification**

Not applicable to this contract. Manatee County will be utilizing an independent contractor to perform the scope of work

**19. Patented/Proprietary Materials**

The Owner certifies that neither patented or proprietary materials are required or specifically named in the specifications to be used for this project.

**20. Prevailing Minimum Wage**

For this contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL130223 03/08/2013 FL223 Highway, for Manatee County**, as modified up through ten days prior to the opening of bids.

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

**State:** Florida

**Construction Type:** Highway

**Counties:** Brevard, Collier, Hernando, Hillsborough, Lee, **Manatee**, Martin, Orange, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole and St Lucie Counties in Florida.

EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPLACE FLIGHT CENTER AND MELABAR RADAR SITE  
HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, & railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; & other major bridges.

**IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE LABOR WAGE RATES APPLICABLE TO THIS CONTRACT TEN DAYS PRIOR TO THE OPENING BID DATE.**

General Decision Number: FL130223 03/08/2013 FL223

Superseded General Decision Number: FL20120223

State: Florida

Construction Type: Highway

County: Manatee County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	03/08/2013

\* ELEC0915-004 12/01/2012

	Rates	Fringes
ELECTRICIAN....	\$ 25.13	34%+\$0.25

\* SUFL2009-219 08/05/2009

	Rates	Fringes
CARPENTER.....	\$ 15.30	2.54
CEMENT MASON/CONCRETE FINISHER.....	\$ 12.30	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 11.97	2.23
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 13.31	0.00
IRONWORKER, REINFORCING.....	\$ 14.50	1.37
IRONWORKER, STRUCTURAL.....	\$ 16.75	3.88
LABORER: Asphalt Shoveler.....	\$ 10.70	0.00
LABORER: Common or General.....	\$ 9.00	0.00
LABORER: Flagger.....	\$ 12.75	0.00
LABORER: Grade Checker.....	\$ 10.50	0.55
LABORER: Landscape & Irrigation.....	\$ 8.77	0.00
LABORER: Luteman.....	\$ 10.32	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	1.80
LABORER: Pipelayer.....	\$ 11.63	2.65
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 11.23	1.96
OPERATOR: Asphalt Paver.....	\$ 11.52	0.00
OPERATOR: Asphalt Plant.....	\$ 12.20	0.00
OPERATOR: Asphalt Spreader.....	\$ 10.76	0.00
OPERATOR: Auger.....	\$ 19.40	0.44
OPERATOR: Backhoe Loader Combo.....	\$ 15.33	0.97
OPERATOR: Backhoe.....	\$ 15.50	2.28
OPERATOR: Boom.....	\$ 16.61	0.00

Revised 8/4/2011 (updated E-Verification)  
Revised 2/1/12 (addition of DBE Goal of 8.60%)



OPERATOR: Bulldozer.....	\$ 13.71	1.55
OPERATOR: Crane.....	\$ 19.94	1.37
OPERATOR: Distributor.....	\$ 11.47	0.00
OPERATOR: Drill.....	\$ 13.00	1.59
OPERATOR: Grader/Blade.....	\$ 14.32	0.00
OPERATOR: Loader.....	\$ 12.83	1.29
OPERATOR: Mechanic.....	\$ 16.31	1.37
OPERATOR: Milling Machine.....	\$ 11.92	0.00
OPERATOR: Oiler.....	\$ 11.92	1.91
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.42	0.86
OPERATOR: Piledriver.....	\$ 15.59	4.00
OPERATOR: Roller.....	\$ 11.33	0.00
OPERATOR: Scraper.....	\$ 10.70	1.60
OPERATOR: Screed.....	\$ 10.82	0.00
OPERATOR: Tractor.....	\$ 12.78	0.00
OPERATOR: Trencher.....	\$ 13.41	0.49
PAINTER: Spray and Steel.....	\$ 16.62	0.00
TRUCK DRIVER, Includes 10 Yard Haul Away, A-Frame, Dump, Water Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.05	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.05	0.00
TRUCK DRIVER: Material Truck.....	\$ 12.76	9.80
TRUCK DRIVER: Tractor Haul Truck.....	\$ 10.64	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.50	0.00

TRUCK DRIVER: Distributor,  
Dump, Lowboy and Tandem.....\$ 11.30            2.26

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

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

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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 union or non-union.

Revised 8/4/2011 (updated E-Verification)  
Revised 2/1/12 (addition of DBE Goal of 8.60%)  
Union Identifiers

An identifier enclosed in dotted lines beginning with  
characters other than "SU" denotes that the union  
classification and rate have found to be prevailing for that  
classification. Example: PLUM0198-005 07/01/2011. The first  
four letters, PLUM, indicate the international union and the  
four-digit number, 0198, that follows 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.  
The date, 07/01/2011, following these characters is the  
effective date of the most current negotiated rate/collective  
bargaining agreement which would be July 1, 2011 in the above  
example.

Union prevailing wage rates will be updated to reflect any  
changes in the collective bargaining agreements governing the  
rates.

0000/9999: weighted union wage rates will be published annually  
each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived  
from survey data by computing average rates and are not union  
rates; however, the data used in computing these rates may  
include both union and non-union data. Example: SULA2004-007  
5/13/2010. SU indicates the rates are not union majority rates,  
LA indicates the State of Louisiana; 2004 is the year of the

Revised 8/4/2011 (updated E-Verification)  
Revised 2/1/12 (addition of DBE Goal of 8.60%)

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION

## 21. Progress Payments/Estimates

### **Partial Payments**

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

The Owner 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.

Retainage- reference Invitation for Bid section C.06.

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

Retainage will be determined for each job on multiple job Contracts. The Owner will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

**Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Owner, the Owner may disqualify the Contractor from bidding on future Owner contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory. The Owner may also disqualify the surety from issuing bonds for future Owner contracts if they similarly fail to perform under the terms of their bond.

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

**Withholding Payment for Failure to Comply:** The Owner 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;

- (a) Comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training and Affirmative Action;
- (b) 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 Report System;
- (c) 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
- (d) Comply with or make a good faith effort to meet On-The-Job Training goals.

The Owner will withhold progress payments until the Contract has satisfied the above conditions.

**Release of Retainage After Acceptance:** When the Contractor has furnished the Owner with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Owner may reduce the retainage to \$1,000 plus any amount that the Owner elects to deduct for defective work.

The Owner will not allow a semifinal estimate under the provisions of the above paragraphs unless the time elapsing between (1) acceptance of the project and receipt of all test reports, invoices, etc., and (2) submission of the final estimate to the Contractor for acceptance, exceeds or is expected to exceed ten days.

The Owner may deduct from payment estimates any sums that the Contractor owes to the Owner on any account. Where more than one project or job (separate job number) is included in the Contract, the Owner will distribute the reduced retainage as provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

**Partial Payments for Delivery of Certain Materials:**

**General:** The Owner 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.

**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 pre-stressed 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 prices 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 Owner requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

**Off Site Storage:** If the conditions of the General section above 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 above and the following conditions are met:

- (1) Furnish the Owner a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Owner. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Owner. 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 Owner 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 Owner.”
- (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 Contract.

**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 Owner 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 Owner 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 Owner. 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 Owner.

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 Owner will honor an exception to the above when the written notification of any such good cause to both the Owner and the affected subcontractors or suppliers within said 30 day period.

**Acceptance and Final Payment Documents:** Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The Owner will pay the estimate, less any sums that the Owner may have deducted or retained under the provisions of the Contract, as soon as practicable after final

acceptance of the work, along with all executed supplemental agreements received after final acceptance.

**22. Prohibition Against Convict Produced Materials**

**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.

**23. Public Agencies in Competition With the Private Sector**

The OWNER does not allow other Public Agencies to compete with or bid on construction projects against the private sector.

**24. Publicly-Owned Equipment**

The OWNER does not allow Contractors the use of publicly owned equipment.

**25. Salvage Credits**

The OWNER does not allow the contractor to get credits for salvageable materials.

**26. Standardized Changes Conditions Contract Clauses**

**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.

**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.

**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.

**27. State Produced Materials (Florida or other)**

The OWNER certifies that preference is not given to contractors who purchases materials from and specifically designated state.

**28. State/Local Owned/Furnished/Designated Materials**

All materials required for this project shall be furnished by the contractor. Projects located on the National Highway System shall require FHWA approval for direct purchase of materials by the Owner.

**29. Subcontracting**

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 Owner. 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 Owner for this purpose. With the Engineer's acceptance of the request, the contractor may sublet a portion of the work, but shall perform with his own organization work amounting to not less than 30% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Owner, for purposes of the Owner's consent, unless the engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Owner 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 Owner 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 Owner 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. Upon request, furnish the Owner with a copy of the subcontract. The subletting of work does not relieve the Owner or the surety of their respective liabilities under the Contract.

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

**30. Termination of Contract**

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 the Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim thereof.

Owner may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any

chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.

Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the 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 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 completion exceed the unpaid balance of the contract price, Contractor shall pay the difference to Owner.

Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the work, Owner shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

If, through no act or fault of Contractor, the work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven 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 Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the work until payment of all amounts then due.

### **31. Time Extensions**

Contract time may only be changed by a change order or a written amendment. 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 as a result 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.

All time limits stated in the contract documents are of the essence. The provision of this Article shall not exclude recovery for damages (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

### 32. E-VERIFY

Vendor/Contractor:

1. 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 Vendor / Contractor during the term of the contract; and
2. Shall expressly require any 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.

### 33. Title VI – Requirements

The sub-recipient or Contractor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 200d to 200d-7 and title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability in consideration for an award.

While performing this contract, the contractor – for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) – agrees to the following:

1. **Compliance with Regulations:** The contractor will comply with the Regulations on nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (“USDOT”) Title 49, Code of Federal Regulations, Part 21. The recommendations may be amended from time to time, (from here on referred to as the Regulations). They are incorporated hereby reference and made a part of this contract.
2. **Nondiscrimination:** In work performed during the contract, the Contractor will not discriminate on the grounds of race, color, or national origin in the selection and holding of subcontractors. This includes obtaining materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations. This includes employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, the contractor will inform each potential subcontractor or supplier of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the rounds of race, color, or national origin. The solicitations including obtaining materials or leases of equipment.
4. **Information and Reports:** The contractor will provide all information and reports required by the Regulations or directives. It will also permit access to its books, records, accounts, other source of information, and its facilities that are determined by the (Recipient) or

the (Name of Appropriate Administration) to be important to ensure compliance with such Regulations, orders and instructions. In some cases, another entity possesses the information required of a contractor and refuses to give the information.

Here, the contractor will confirm the lack of information with the (Recipient), or the Name of the Administration) as appropriate, and will explain its efforts to obtain the information.

**5. Sanctions for Noncompliance:** In the event that the contractor does not comply with the nondiscrimination provisions of this contract, the (Recipient) should enforce contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate. Sanctions may include, but not limit to:

a. Withholding of payment 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 Provision:** The contractor should include the terms of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued modifying the Provisions. The contractor will take action with on any subcontract or procurement that the (Recipient) or the (Name of appropriate administration) directs in order to enforce provisions including sanctions for non-compliance. However, if a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the contractor may ask the (Recipient) to enter into such litigation to protect the interests of the (Recipient). Also, the contractor may ask the United States to enter into such litigation to protect the interests of the United States.

## **THE CONTRACTOR CERTIFIES THE FOLLOWING STATEMENTS:**

### **34. Non-Collusion Provision**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that 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.

### **35. Lobbying Certification**

"The undersigned hereby certifies, to the best of 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 either directly or indirectly an officer or employee of any state or 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 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 –L "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fail 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 failure."

### **36. Suspension and Debarment**

"The Bidder certifies that, neither the 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 transaction, as defined in 49 CFR s29.110(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 it 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.

The Bidder certifies that it 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 project by any federal agency unless authorized by the Florida Department of Transportation.”

THE CONTRACTOR CERTIFIES THE ABOVE STATEMENTS:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Firm Name

OCTOBER 29, 2012  
PREPARED BY: Marshall H. Dougherty, Jr./  
Christopher L. Mowbray



**SPECIFICATIONS PACKAGE**

**FOR**

**FINANCIAL PROJECT ID(S): 428133-1-58-01**

**FEDERAL FUNDS**

**A DISTRICT ONE ON-SYSTEM LOCAL AGENCY PROGRAM PROJECT  
MANATEE COUNTY**

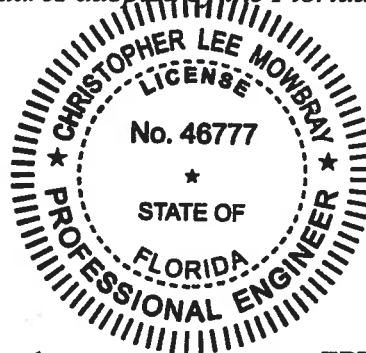
The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the 2013 Edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division 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.*

Signature and Seal: Christopher L. Mowbray, P.E.

Date: 1/4/13

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## **DEFINITIONS AND TERMS**

SECTION 1 language is added as follows:

### **1-3 Definitions.**

The following terms, when used in the Contract Documents, have the meaning described:

#### **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.

#### **Department.**

Manatee County.

#### **Engineer.**

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

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

### **Specialty Engineer.**

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor such as but not limited to pot bearing designs, non-standard expansion joints, MSE wall designs and other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural". The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant.

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.

## **SCOPE OF THE WORK**

SECTION 4 language is added as follows:

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

When the Department requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4-3.1, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

The term "significant change" applies only when 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. The allowance due to the Contractor will be determined by the Department.

In the instance of an alleged "significant change", the determination by the Engineer shall be conclusive and shall not be subject to challenge by the Contractor in any forum, except upon the Contractor establishing by clear and convincing proof that the determination by the Engineer was without any reasonable and good-faith basis.

## **CONTROL OF THE WORK**

SECTION 5 language is added as follows:

### **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.

## CONTROL OF MATERIALS

SECTION 6 language is added as follows:

### 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 Producer 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 Producer Certification:** Provide complete certifications for materials as required. Furnish to the Engineer for approval, Producer Certifications for all products listed on the Qualified Products List and when required by the applicable material Specification(s). Do not incorporate any manufactured products or materials into the project without approval from the Engineer. Materials will not be considered for payment when not accompanied by Producer Certification. Producers may obtain sample certification forms through the Department's website. Ensure that the certification is provided on the producer's letterhead and is signed by a legally responsible person from the producer and notarized.

**6-1.3.1.1 Qualified Products List:** The Product Evaluation Section in the State Specifications and Estimates Office publishes and maintains a Qualified Products 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 pre-approval to items listed on the Qualified Products List effective at the time of placement.

Manufacturers seeking evaluation in accordance with Departmental procedures of an item must submit a Product Evaluation Application, available on

the Department's website

[www2.dot.state.fl.us/specificationsestimates/productevaluation/qpl/submittalprocess.aspx](http://www2.dot.state.fl.us/specificationsestimates/productevaluation/qpl/submittalprocess.aspx) , with supporting documentation as defined and detailed by the applicable Specifications and Standards. This may include certified test reports from an independent test laboratory, certification that the material meets all applicable specifications, signed and sealed drawings and calculations, quality control plans, samples, infrared scans, or other technical data.

Manufacturers successfully completing the Department's evaluation are eligible for inclusion on the Qualified Products List. The Department will consider any marked variations from original test values for a material or any evidence of inadequate field performance of a material as sufficient evidence that the properties of the material have changed, and the Department will remove the material from the Qualified Products List.

**6-1.3.1.2 Approved Products List:** The State Traffic Operations Office maintains the Approved Products List of Traffic Control Signal Devices. Traffic Monitoring Site Equipment and Materials are also included on the Approved Products List. This list provides assurance to Maintaining Agencies, Contractors, consultants, designers, and Department personnel that the specific items listed are approved for use on Department facilities. The Department will limit the Contractor's procurement and use of Traffic Control Signal Devices, and Traffic Monitoring Site equipment and materials to only those items listed on the Approved Products List that is effective at the time of procurement, except as provided in Section 603.

The approval process is described in detail on the State Traffic Operation website, [www.dot.state.fl.us/trafficoperations/ter/apl2.htm](http://www.dot.state.fl.us/trafficoperations/ter/apl2.htm) . Manufacturers seeking evaluation of a specific device must submit an application which can be obtained from the State Traffic Operations Office.

**6-1.3.2 Contractor Installation Certification:** Provide 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 a Florida Method does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of bid opening.

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

## **6-3 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 and the defects corrected, 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.

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 a proposed scope of work to the Engineer for an engineering or independent laboratory (as approved by the Engineer) analysis to determine the disposition of the material. 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. Upon the Engineer's approval of the scope of work submitted by the Contractor, the engineering analysis must be completed and the report must be submitted to the Engineer within 45 calendar days, or other time frame as approved by the Engineer. The report must be signed and sealed by the Specialty Engineer. The Engineer will determine the final disposition of the material after review of the information submitted by the Contractor. 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.**

**6-5.3 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. Department of Environmental Protection. 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.

## LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC

SECTION 7 language is added as follows:

**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 16C-52 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

Furnish the Engineer, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

**7-1.7 Insecticides and Herbicides.** Use products found on the following website, [www.flpesticide.us/](http://www.flpesticide.us/), 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 sulfonylurea 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 employees applying insecticides and herbicides possess a current Florida Department of Agriculture Commercial Applicator license with the categories of licensure in Right-of-Way Pest Control and Aquatic Pest Control. 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.

**7-7.2 Overloaded Equipment.** Do not operate on any road or street any hauling unit or equipment loaded in excess of (1) the maximum weights specified in the Florida Uniform Traffic Control Law, or (2) lower weights legally established for any section of road or bridge by the Department or local authorities. The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit under the provisions of 7.0. 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 Specialty Engineer shall analyze the effect of imposed loads on bridge structures, within the limits of a construction contract, resulting from the following operations:

- (1) Overloaded Equipment as defined 6.0:
  - (a) Operating on or crossing over completed bridge structures.
  - (b) Operating on or crossing over partially completed bridge structures.
- (2) Equipment within legal load limits:
  - (a) Operating on or crossing over partially completed bridge structures.
- (3) Construction cranes:
  - (a) Operating on completed bridge structures.
  - (b) Operating on partially completed bridge structures.

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

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

The Specialty Engineer 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 eight copies of 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 Specialty Engineer shall sign and seal one set of the eight copies of the drawings and the cover sheet of one of the eight copies of the calculations for the Department's Record Set.

## **MEASUREMENT AND PAYMENT**

SECTION 9 language is added as follows:

### **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.

# **SUPPLEMENTAL SPECIFICATIONS**

**102 MAINTENANCE OF TRAFFIC.**  
**(REV 10-9-12) (1-13)**

SECTION 102 (Pages 106 – 122) is deleted and the following substituted:

**SECTION 102**  
**MAINTENANCE OF TRAFFIC**

**102-1 Description.**

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

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

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

**102-2 Materials.**

Meet the following requirements:

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

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

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

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

### **102-3 Specific Requirements.**

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

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

Ensure that the worksite traffic supervisor performs the following duties:

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

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

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

### **102-4 Alternative Traffic Control Plan.**

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

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

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

## **102-5 Traffic Control.**

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

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

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

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

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

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

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

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

**102-5.8 Conflicting Pavement Markings:** Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or

pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

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

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

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

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

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

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

## **102-6 Detours.**

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

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

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

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

Provide a letter with an original company seal, identifying the representative with authority to pick up components, to the Engineer at least 10 calendar days before the proposed

pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

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

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

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

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

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

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

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

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

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



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

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

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

### **102-7 Traffic Control Officer.**

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

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

### **102-8 Driveway Maintenance.**

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

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

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

### **102-9 Temporary Traffic Control Devices.**

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

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

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

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

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

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

**102-9.2 Work Zone Signs:** Provide signs in accordance with the Plans and Design Standards. Meet the requirements of 700-2.5 and 990-8 Use only approved systems, which includes sign support posts or stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the QPL drawings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Installation of temporary poles and span wire assemblies as shown in the Plans,

(2) Temporary portable traffic signals as shown in the Plans,

(3) Adding or shifting signal heads,

(4) Trouble calls,

(5) Maintaining intersection and coordination timing and preemption

devices.

Restore any loss of operation within 12 hours after notification.

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

**102-9.13 Temporary Traffic Detection and Maintenance:** Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of the Engineer.

**102-9.14 Truck Mounted Attenuators and Trailer Mounted Attenuators:** Furnish, install and maintain only those attenuators that meet the requirements of NCHRP 350 or the MASH.

Use truck mounted attenuators or trailer mounted attenuators, when called for in the Design Standards. Use attenuators listed on the QPL.

When attenuators are called for, use either a truck mounted attenuator or a trailer mounted attenuator system designed and installed in accordance with the manufacturers recommendations.

Equip the attenuator cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Ensure that the complete unit is painted DOT yellow (Fed. Std. 595 b, No. 13538). Stripe the rear facing of the cartridge in the operating position with the alternating 6 inch white and 6 inch safety orange 45 degree striping to form an inverted "V" at the center of the unit and slope down and toward the outside of the unit, in both directions from the center. In the raised position, place at least the same square footage of striping on the bottom of the cartridge as placed on the rear facing cartridge in the open position. Use Type III retroreflectorized sheeting for striping.

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in MOT Lump Sum. Payment includes all costs, including furnishing, maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

**102-9.15 Temporary Raised Rumble Strip Sets:** When called for in the Plans, furnish, install, maintain, remove, and reinstall temporary raised rumble strip sets.

Install the temporary raised rumble strip sets per the manufacturer's recommendations and in accordance with Design Standards, Index No. 600.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

**102-9.16 Automated Flagger Assistance Devices (AFAD):** Furnish, install, maintain, remove and relocate AFADs in accordance with the Plans and Design Standards. Position AFADs where they are clearly visible to oncoming traffic and out of the lane of traffic. The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device's location.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with Index 603. Include the cost for AFADs in Maintenance of Traffic Lump Sum.

**102-9.17 Temporary Lane Separator:** Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Design Standards, Index No 600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

## **102-10 Work Zone Pavement Marking.**

**102-10.1 Description:** Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Design Standards.

Centerlines, lane lines, edge lines, stop bars and turn arrows will be required in work zones prior to opening the road to traffic.

The most common types of work zone pavement markings are painted pavement markings and removable tape. Other types of work zone pavement markings may be identified in the Plans.

### **102.10.2 Painted Pavement Markings:**

**102-10.2.1 General:** Use painted pavement markings meeting the requirements of Section 710. Use standard waterborne paint unless otherwise identified in the Plans or approved by the Engineer.

**102-10.3 Removable Tape:**

**102-10.3.1 General:** Use removable tape listed on the QPL and meeting the requirements of 990-4.

**102-10.3.2 Application:** Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

**102-10.3.3 Retroreflectivity:** Apply white and yellow traffic stripes and markings that will attain an initial retroreflectivity of not less than 300 mcd/lx·m<sup>2</sup> for white and contrast markings and not less than 250 mcd/lx·m<sup>2</sup> for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m<sup>2</sup>. At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than 150 mcd/lx·m<sup>2</sup>.

**102-10.3.4 Removability:** Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.

**102-10.4 Temporary Retroreflective Pavement Markers (RPM's):** Use markers listed on the QPL and meeting the requirements of 990-5. Apply all markers in accordance with the Design Standards, Index No. 600, prior to opening the road to traffic. Replace markers any time after installation when more than three consecutive markers fail or are missing, at no expense to the Department, in a timely manner, as directed by the Engineer.

**102-11 Method of Measurement.**

**102-11.1 General:** Devices installed/used on the project on any calendar day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item, except those paid for as Lump Sum.

**102-11.2 Traffic Control Officers:** The quantity to be paid for will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

**102-11.3 Special Detours:** When a detour facility is specifically detailed in the Plans, or is otherwise described or detailed as a special item, and an item for separate payment is included in the proposal, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for separately. Traffic control devices, warning devices, barriers, signing, and pavement markings for special detours will also be paid for separately.

When the Plans show more than one detour, each detour will be paid for separately, at the Contract lump sum price for each.

Where a separate item for a specific detour facility is included in the proposal, payment will be made under special detour.

**102-11.4 Commercial Material for Driveway Maintenance:** The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

**102-11.5 Work Zone Signs:** The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Lump Sum MOT.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Design Standards.

**102-11.6. Business Signs:** The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

**102-11.7 High Intensity Flashing Lights:** The number of high intensity flashing lights (Type B) certified as installed/used on the project will be paid for at the Contract unit price for high intensity flashing lights (temporary - Type B).

**102-11.8 Channelizing Devices:** The number of Type I, Type II, direction indicator barricade, Type III, vertical panel, drum and longitudinal channelizing devices certified as installed/used on the project meeting the requirements of Design Standards, Index No. 600 and have been properly maintained will be paid for at the Contract unit prices for barricade (temporary). Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

**102-11.9 Barrier Wall (Temporary):** The Contract unit price for barrier wall (temporary) will be full compensation for furnishing, installing, maintaining, and removing the barrier wall. When called for, the Contract unit price for barrier wall (temporary/relocate) will be full compensation for relocating the barrier. The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

**102-11.10 Lights, Temporary, Barrier Wall Mount:** The number of Type C steady burn lights, mounted on barrier wall, certified as installed/used on the project, meeting the requirements of the Design Standards and have been properly maintained will be paid for at the Contract unit price for lights temporary, barrier wall mount.

**102-11.11 Glare Screen (Temporary):** The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

**102-11.12 Temporary Crash Cushions:**

**102-11.12.1 Redirective:** The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including object marker.

**102-11.12.2 Gating:** The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including object marker.

**102-11.13 Temporary Guardrail:** The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

**102-11.14 Arrow Board:** The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the contract time.

**102-11.15 Portable Changeable Message Sign:** The quantity to be paid at the Contract unit price will be for the number of portable changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the contract time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

**102-11.16 Portable Regulatory Signs:** The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract time, will be paid for the Contract unit price for portable regulatory sign.

**102-11.17 Radar Speed Display Unit:** The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

**102-11.18 Temporary Signalization and Maintenance:** For existing intersections, the quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

**102-11.19 Temporary Traffic Detection and Maintenance:** For existing intersections, the quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day: the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

**102-11.20 Work Zone Pavement Markings:** The quantities, furnished and installed, to be paid for will be the length of skip and solid pavement markings, and the area of pavement markings placed as follows:

(a) The total transverse distance, in feet, of skip pavement marking authorized and acceptably applied. The length of actual applied line will depend on the skip ratio of the material used. Measurement will be the distance from the beginning of the first stripe to the end of the last stripe with proper deductions made for unpainted intervals as determined by plan dimensions or stations, subject to 9-1.3.

(b) The net length, in feet, of solid pavement marking authorized and acceptably applied.

(c) The number of directional arrows or pavement messages authorized and acceptably applied.

(d) The number of temporary RPM's authorized and acceptably applied.



**102-11.21 Temporary Raised Rumble Strips:** The quantity to be paid for will be the number of temporary raised rumble strip sets certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

**102-11.22 Temporary Lane Separator:** The quantity of temporary lane separator to be paid for will be plan quantity, in feet, including drainage gaps, completed and accepted.

## **102-12 Submittals.**

**102-12.1 Submittal Instructions:** Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

**102-12.2 Contractor's Certification of Quantities:** Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

(a) Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.

(b) The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

## **102-13 Basis of Payment.**

**102-13.1 Maintenance of Traffic (General Work):** When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

**102-13.2 Traffic Control Officers:** Price and payment will be full compensation for the services of the traffic control officers.

**102-13.3 Special Detours:** Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

**102-13.4 Commercial Materials for Driveway Maintenance:** Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

**102-13.5 Work Zone Signs:** Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

**102-13.6. Business Signs:** Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

**102-13.7 High Intensity Warning Lights:** Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing high intensity flashing lights (Type B).

**102-13.8 Channelizing Devices:** Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices, including the costs associated with attached warning lights as required.

**102-13.9 Barrier Wall (Temporary):** Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier. When called for, barrier wall (temporary) (relocate) will be full compensation for relocating the barrier.

**102-13.10 Lights, Temporary, Barrier Wall Mount:** Price and payment will be full compensation for all work and materials for furnishing, installing and maintaining the warning lights mounted on barrier wall. Payment will not be made for lights that are improperly placed or are not working.

**102-13.11 Glare Screen (Temporary):** Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

**102-13.12 Temporary Crash Cushion (Redirective/Gating):** Price and payment will be full compensation for furnishing, installing, maintaining and subsequently removing such crash cushions. Payment for restoring damaged crash cushions will be the manufacturer's/distributor's invoice price for the new materials/parts plus 20% markup. The 20% markup is compensation for all necessary work including; but not limited to, labor, equipment, supplies and profit, as authorized by the Engineer. Additional MOT required for the repair of the crash cushion will be paid for under the appropriate MOT pay item.

**102-13.13 Temporary Guardrail:** Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

**102-13.14 Arrow Board:** Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

**102-13.15 Portable Changeable Message Sign:** Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

**102-13.16 Portable Regulatory Signs:** Price and payment will be full compensation for furnishing, installing, relocating, maintaining and removing a completely functioning system as described in these Specifications portable regulatory signs. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable regulatory signs.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

**102-13.17 Radar Speed Display Unit:** Price and payment will be made only for a completely functioning system as described in these specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to insure that the unit conforms to all specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations. Price and payment will be full

compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

**102-13.18 Temporary Signalization and Maintenance:** Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

**102-13.19 Temporary Traffic Detection and Maintenance:** Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

**102-13.20 Temporary Raised Rumble Strips:** Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

**102-13.21 Work Zone Pavement Markings:** Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape may be substituted for work zone paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary retroreflective pavement markers. Install these markers as detailed in the Design Standards.

**102-13.22 Temporary Lane Separator:** Price and payment will be full compensation for all work specified in this Section.

**102-13.23 Payment Items:** Payment will be made under:

Item No. 102- 1-	Maintenance of Traffic - lump sum.
Item No. 102- 2-	Special Detour - lump sum.
Item No. 102- 3-	Commercial Material for Driveway Maintenance - per cubic yard.
Item No. 102- 14-	Traffic Control Officer - per hour.
Item No. 102- 60-	Work Zone Sign - per each per day.
Item No. 102- 61-	Business Sign - each.
Item No. 102- 71-	Barrier Wall - per foot.
Item No. 102- 75-	Temporary Lane Separator - per foot
Item No. 102- 94-	Glare Screen - per foot.
Item No. 102- 73-	Guardrail (Temporary) - per foot.
Item No. 102- 74-	Barricade (Temporary) - per each per day.
Item No. 102- 76-	Arrow Board - per each per day.
Item No. 102- 77-	High Intensity Flashing Lights (Temporary - Type B) - per each per day.

Item No. 102- 78-	Temporary Retroreflective Pavement Markers - each.
Item No. 102- 79-	Lights, Temporary, Barrier Wall Mount - per each per day.
Item No. 102- 81-	Crash Cushion (Gating) (Temporary) - per location.
Item No. 102- 89-	Crash Cushion (Redirective) (Temporary) - per location.
Item No. 102- 99-	Portable Changeable Message Sign (Temporary) - per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance - per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance - per intersection per day.
Item No. 102-150-	Portable Regulatory Sign - per each per day.
Item No. 102-150-	Radar Speed Display Unit - per each per day.
Item No. 102-910-	Temporary Raised Rumble Strip Set - per set per day
Item No. 102-911-	Removable Tape (White/Black) - per foot.
Item No. 102-912-	Removable Tape (Yellow) - per foot.
Item No. 710-	Painted Pavement Markings.
Item No. 711-	Thermoplastic Traffic Stripes and Markings.

**346 PORTLAND CEMENT CONCRETE.**  
**(REV 10-9-12) (1-13)**

SECTION 346 (Pages 305 – 325) is deleted and the following substituted:

**SECTION 346**  
**PORTLAND CEMENT CONCRETE**

**346-1 Description.**

Use concrete composed of a mixture of portland cement, aggregate, water, and, where specified, admixtures, pozzolan and ground granulated blast furnace slag. Deliver the portland cement concrete to the site of placement in a freshly mixed, unhardened state.

Obtain concrete from a plant that is currently on the list of Producers with Accepted Quality Control Programs. Producers seeking inclusion on the list shall meet the requirements of 105-3. If the concrete production facility’s Quality Control Plan is suspended, the Contractor is solely responsible to obtain the services of another concrete production facility with an accepted Quality Control Plan or await the re-acceptance of the affected concrete production facility’s Quality Control Plan prior to the placement of any further concrete on the project. There will be no changes in the contract time or completion dates. Bear all delay costs and other costs associated with the concrete production facility’s Quality Control Plan acceptance or re-acceptance.

**346-2 Materials.**

**346-2.1 General:** Meet the following requirements:

Coarse Aggregate.....	Section 901
Fine Aggregate* .....	Section 902
Portland Cement.....	Section 921

Water..... Section 923  
Admixtures\*\* ..... Section 924  
Pozzolans and Slag ..... Section 929

\*Use only silica sand except as provided in 902-5.2.3.

\*\*Use products listed on the Department’s Qualified Products List (QPL).

Do not use materials containing hard lumps, crusts or frozen matter, or that is contaminated with dissimilar material in excess of that specified in the above listed Sections.

**346-2.2 Types of Cement:** Unless a specific type of cement is designated elsewhere, use Type I, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type II (MH) for all mass concrete elements.

Use only the types of cements designated for each environmental condition in structural concrete. A mix design for a more aggressive environment may be substituted for a lower aggressive environmental condition.

TABLE 1			
BRIDGE SUPERSTRUCTURES			
Component	Slightly Aggressive Environment	Moderately Aggressive Environment	Extremely Aggressive Environment
Precast Superstructure and Prestressed Elements	Type I or Type III	Type I, Type II, Type III, Type IP, or Type IS	Type II (MH)
Cast In Place	Type I	Type I, Type II, Type IP, or Type IS	Type II (MH)
BRIDGE SUBSTRUCTURE, DRAINAGE STRUCTURES AND OTHER STRUCTURES			
All Elements	Type I or Type III	Type I, Type II, Type IP, or Type IS	Type II (MH)

**346-2.3 Pozzolans and Slag:** Fly ash or slag materials are required in all classes of concrete. Use fly ash or slag materials as a cement replacement, on an equal weight replacement basis with the following limitations:

(1) Mass Concrete:

a. Fly Ash - Ensure that the quantity of cement replaced with fly ash is 18% to 50% by weight, except where the core temperature is expected to rise above 165°F. In that case, ensure that the percentage of fly ash is 35% to 50% by weight.

b. Slag - Ensure that the quantity of cement replaced with slag is 50% to 70% by weight. Ensure that slag is 50% to 55% of total cementitious content by weight when used in combination with silica fume, ultrafine fly ash and/or metakaolin.

c. Fly Ash and Slag - Ensure that there is at least 20% fly ash by weight and 40% portland cement by weight for mixes containing portland cement, fly ash and slag.

(2) Drilled Shaft:

a. Fly Ash - Ensure that the quantity of cement replaced with fly ash is 33% to 37% by weight.

b. Slag - Ensure that the quantity of cement replaced with slag is 58% to 62% by weight.

(3) Precast Concrete – Ensure that the precast concrete has a maximum of 25% fly ash or a maximum of 70% slag. In extremely aggressive environments, ensure that the precast concrete has a minimum of 18% fly ash or a minimum of 50% slag.

(4) For all other concrete uses not covered in (1), (2) and (3) above,

a. Fly Ash - Ensure that the quantity of cement replaced with fly ash is 18% to 30% by weight.

b. Slag - Ensure that the quantity of cement replaced with slag is 25% to 70% for slightly and moderately aggressive environments and 50% to 70% by weight when used in extremely aggressive environments. Ensure that slag is 50% to 55% of total cementitious content by weight when used in combination with silica fume, ultra fine fly ash and/or metakaolin.

c. Fly Ash and Slag (Ternary Blend) - Ensure that there is at least 20% fly ash by weight and 40% portland cement by weight for mixes containing portland cement, fly ash and slag.

(5) Blended Cements:

a. Type IS - Ensure that the quantity of slag in Type IS is less than or equal to 70% by weight.

b. Type IP - Ensure that the quantity of the pozzolan in Type IP is less than or equal to 40% by weight.

(6) Silica Fume, Metakaolin and Ultrafine Fly Ash - When silica fume, metakaolin or ultrafine fly ash is used, it must be used in combination with fly ash or slag.

a. Silica Fume - Ensure that the quantity of cementitious material replaced with silica fume is 3% to 9% by weight.

b. Metakaolin - Ensure that the quantity of cementitious material replaced with metakaolin is 8% to 12% by weight.

c. Ultrafine Fly Ash - Ensure that the quantity of cementitious material replaced with ultrafine fly ash is 8% to 12% by weight.

d. Cure in accordance with the manufacturer's recommendation and as approved by the Engineer.

**346-2.4 Coarse Aggregate Gradation:** Produce all concrete using Size No. 57, 67 or 78 coarse aggregate. With the Engineer's approval, Size No. 8 or Size No. 89 may be used either alone or blended with Size No. 57, 67 or 78 coarse aggregate. The Engineer will consider requests for approval of other gradations individually. Submit sufficient statistical data to establish production quality and uniformity of the subject aggregates, and establish the quality and uniformity of the resultant concrete. Furnish aggregate gradations sized larger than nominal maximum size of 1.5 inch as two components.

For Class I and Class II, excluding Class II (Bridge Deck), the coarse and fine aggregate gradation requirements set forth in Sections 901 and 902 are not applicable and the aggregates may be blended; however, the aggregate sources must be approved by the Department. Do not blend the aggregate if the size is smaller than Size No. 78.

**346-2.5 Admixtures:** Use admixtures in accordance with the requirements of this subarticle. Chemical admixtures not covered in this subarticle may be approved by the Department. Submit statistical evidence supporting successful laboratory and field trial mixes which demonstrate improved concrete quality or handling characteristics.

Use admixtures in accordance with the manufacturer's recommended dosage rate. Dosage rates outside of this range may be used with written recommendation from the admixture producer's technical representative. Do not use admixtures or additives containing calcium chloride (either in the raw materials or introduced during the manufacturing process) in reinforced concrete.

**346-2.5.1 Water-Reducer/Water-Reducer Retardant Admixtures:** When a water-reducing admixture is used, meet the requirements of a Type A. When a water-reducing and retarding admixture is used, meet the requirements of a Type D.

**346-2.5.2 Air Entrainment Admixtures:** Use an air entraining admixture in all concrete mixes except counterweight concrete. For precast concrete products, the use of air entraining admixture is optional for Class I and Class II concrete.

**346-2.5.3 High Range Water-Reducing Admixtures:**

**346-2.5.3.1 General:** When a high range water-reducing admixture is used, meet the requirements of a Type F or Type I. When a high range water-reducing and retarding admixture is used, meet the requirements of a Type G or Type II. Do not use Type I, II, F or G admixtures in drilled shaft concrete. When silica fume or metakaolin is incorporated into a concrete mix design, use a high range water-reducing admixture Type I, II, F or G.

**346-2.5.3.2 Flowing Concrete Admixtures for Precast/Prestressed**

**Concrete:** Use a Type I, II, F or G admixture for producing flowing concrete. If Type F or G admixture is used, verify the distribution of aggregates in accordance with ASTM C 1610 except allow for minimal vibration for consolidating the concrete. The maximum allowable difference between the static segregation is less than or equal to 15 percent. Add the flowing concrete admixtures at the concrete production facility.

**346-2.5.4 Corrosion Inhibitor Admixture:** Use only with concrete containing Type II cement, or Type II (MH) cement, and a water-reducing retardant admixture, Type D, or High Range Water-Reducer retarder admixture, Type G, to normalize the setting time of concrete. Ensure that all admixtures are compatible with the corrosion inhibitor admixture.

**346-2.5.5 Accelerating Admixture for Precast Concrete:** The use of non-chloride admixtures Type C or Type E is allowed in the manufacturing of precast concrete products that are used in slightly aggressive environments.

**346-3 Classification, Strength, Slump and Air Content.**

**346-3.1 General:** The separate classifications of concrete covered by this Section are designated as Class I, Class II, Class III, Class IV, Class V and Class VI. Strength and slump are specified in Table 2. The air content range for all classes of concrete is 1.0 to 6.0%, except for Class IV (Drilled Shaft) which is 0.0 to 6.0%.

Substitution of a higher class concrete in lieu of a lower class concrete may be allowed when the substituted concrete mixes are included as part of the Contractor’s Quality Control Plan, or for precast concrete, the Precast Concrete Producer’s Quality Control Plan. The substituted higher class concrete must meet or exceed the requirements of the lower class concrete and both classes must contain the same types of mix ingredients. When the compressive strength acceptance data is less than the minimum compressive strength of the higher design mix, notify the Engineer. Acceptance is based on the requirements in Table 2 for the lower class concrete.

TABLE 2		
Class of Concrete	Specified Minimum Strength (28-day) (psi)	Target Slump Value (inches) (c)
<b>STRUCTURAL CONCRETE</b>		
I (a)	3,000	3 (b)
I (Pavement)	3,000	2
II (a)	3,400	3 (b)
II (Bridge Deck)	4,500	3 (b)
III (e)	5,000	3 (b)
III (Seal)	3,000	8
IV	5,500	3 (b) (d)
IV (Drilled Shaft)	4,000	8.5
V (Special)	6,000	3 (b) (d)
V	6,500	3 (b) (d)
VI	8,500	3 (b) (d)



(a) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (b). The Contractor is permitted to use concrete meeting the requirements of ASTM C 478 4,000 psi in lieu of Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.

(b) The Engineer may allow a higher target slump when a Type F, G, I or II admixture is used, except when flowing concrete is used. The maximum target slump shall be 7 inches.

(c) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer.

(d) When the use of silica fume, ultrafine fly ash, or metakaolin is required as a pozzolan in Class IV, Class V, Class V (Special) or Class VI concrete, ensure that the concrete exceeds a resistivity of 29 KOhm-cm at 28 days, when tested in accordance with FM 5-578. Submit three 4 x 8 inch cylindrical test specimens to the Engineer for resistivity testing before mix design approval. Take the resistivity test specimens from the concrete of the laboratory trial batch or from the field trial batch of at least 3 cubic yards. Verify the mix proportioning of the design mix and take representative samples of trial batch concrete for the required plastic and hardened property tests. Cure the field trial batch specimens similar to the standard laboratory curing methods. Submit the resistivity test specimens at least 7 calendar days prior to the scheduled 28 day test. The average resistivity of the three cylinders, eight readings per cylinder, is an indicator of the permeability of the concrete mix.

(e) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (b).

**346-3.2 Drilled Shaft Concrete:** Notify the Engineer at least 48 hours before placing drilled shaft concrete. Obtain slump loss tests results demonstrating that the drilled shaft concrete maintains a slump of at least 5 inches throughout the concrete elapsed time before drilled shaft concrete operations begin, using personnel meeting the requirements of Section 105. The concrete elapsed time is defined in Section 455. Obtain the Engineer's approval for use of slump loss test results including elapsed time before concrete placement begins.

Test each load of concrete for slump to ensure the slump is within the limits of 346-6.4.

If the elapsed time during placement exceeds the slump loss test data, cast cylinders to verify the strength. Provide an engineering analysis preformed by a Professional Engineer, registered in the State of Florida, knowledgeable in the area of foundations, to determine if the shaft is structurally sound and there are no voids in the drilled shaft concrete. At the direction of the Engineer, excavate the drilled shaft for inspection. Obtain approval from the Engineer before placing any additional shafts.

**346-3.3 Mass Concrete:** When mass concrete is designated in the Contract Documents, provide an analysis of the anticipated thermal developments in the mass concrete elements for all expected project temperature ranges using the selected mix design, casting procedures, and materials.

Use a Specialty Engineer competent in the design and temperature control of concrete in mass elements. The Specialty Engineer shall follow the procedure outlined in

Section 207 of the ACI Manual of Concrete Practice to formulate, implement, administer and monitor a temperature control plan, making adjustments as necessary to ensure compliance with the Contract Documents. The Specialty Engineer shall select the concrete design mix proportions that will generate the lowest maximum temperatures possible to ensure that a 35°F differential temperature between the concrete core and the exterior surface is not exceeded. The mass concrete maximum allowable temperature is 180°F. If either the differential temperature or the maximum allowable temperature is exceeded, the Specialty Engineer shall be available for immediate consultation.

Describe the measures and procedures intended for use to maintain a temperature differential of 35°F or less between the interior core center and exterior surface(s) of the designated mass concrete elements during curing. Submit both the mass concrete mix design and the proposed mass concrete plan to monitor and control the temperature differential to the Engineer for acceptance. Provide temperature monitoring devices to record temperature development between the interior core center and exterior surface(s) of the elements in accordance with the accepted mass concrete plan.

The Specialty Engineer, or a qualified technician employed by the Specialty Engineer, must personally inspect and approve the installation of monitoring devices and verify that the process for recording temperature readings is effective for the first placement of each size and type mass component. Submit to the Engineer for approval the qualification of all technicians employed to inspect or monitor mass concrete placements. For placements other than the first, designate an employee(s) approved by the Specialty Engineer, as qualified to inspect monitoring device installation, to record temperature readings, to be in contact at all times with the Specialty Engineer if adjustments must be made as a result of the temperature differential or the maximum allowable temperature being exceeded, and to immediately implement adjustments to temperature control measures as directed by the Specialty Engineer. Read the monitoring devices and record the readings at intervals no greater than 6 hours. The readings will begin when the mass concrete placement is complete and continue until the maximum temperature differential and the temperature is reached and a decreasing temperature differential is confirmed as defined in the temperature control plan. Do not remove the temperature control mechanisms until the core temperature is within 50°F of the ambient temperature. Furnish a copy of all temperature readings to the Engineer as they are recorded, the determined temperature differentials and a final report within three calendar days of completion of monitoring of each element.

If the 35°F differential or the 180°F maximum allowable temperature has been exceeded, take immediate action as directed by the Specialty Engineer to retard further growth of the temperature differential. Describe methods of preventing thermal shock in the temperature control plan. Use a Specialty Engineer to revise the previously accepted plan to ensure compliance on future placements. Do not place any mass concrete until the Engineer has accepted the mass concrete plan(s). When mass concrete temperature differentials or maximum allowable temperature has been exceeded, provide all analyses and test results deemed necessary by the Engineer for determining the structural integrity and durability of the mass concrete element, to the satisfaction of the Engineer. The Department will make no compensation, either monetary or time, for the analyses or tests or any impacts upon the project.

**346-3.4 Flowing Concrete for Precast/Prestressed Concrete:** Produce flowing concrete mix with target slump of 9 inches.

Subsequent to the laboratory trial batch, perform a field demonstration of the proposed mix design by production and placement of at least three batches, 3 cubic yard minimum size each, of concrete containing flowing concrete HRWR admixture. Take representative samples from each batch and perform slump, air content, density (unit weight), and temperature tests on these samples. Cast specimens from each sample for compressive strength tests. Record the ambient air temperature during the test. Ensure that the concrete properties are within the required specification limits. The plants that are producing concrete with batch sizes of less than 3 cubic yards are required to produce and place at least a total amount of 9 cubic yards and perform the aforementioned tests on at least three randomly selected batches.

Determine the workability of the demonstration concrete batches by performing the slump tests on the samples taken at 15 minute intervals from each batch. Continue sampling and testing until the slump measures 6 inches or less. From the plot of slump versus time, determine the time for each batch when the slump is at 7.5 inches. The shortest time period determined from three consecutive batches, at 7.5 inches slump, is considered the cutoff time of the proposed concrete mix. For production concrete, ensure that the time between the batching and depositing of each load of concrete is less than the cutoff time of the mix and also does not exceed the allowable time limit specified in this Section.

Ensure that the demonstration concrete is mixed, delivered, placed, consolidated and cured in accordance with the proposed method and sequence. Produce the flowing concrete batches at slumps between 7.5 inches to 10.5 inches.

Perform inspection of the demonstration concrete during batching, delivery, placement and post placement. During placement, ensure that the concrete batches meet all plastic property requirements of the specifications and maintain their cohesive nature without excessive bleeding, segregation, or abnormal retardation.

Dispose of concrete produced for demonstration purposes at no expense to the Department. Subject to the Engineer's approval, the Contractor may incorporate this concrete into non-reinforced concrete items and may be included for payment, provided it meets Contract requirements for slump, entrained air, and strength.

After removal of the forms, perform the post-placement inspection of the in-place concrete. Observe for any signs of honeycombs, cracks, aggregate segregation or any other surface defects and ensure that the hardened concrete is free from these deficiencies. The Engineer may require saw cutting of the mock-up products to verify the uniform distribution of the aggregates within the saw cut surfaces and around the reinforcing steel and prestressing strands. The Engineer will require saw cutting of the demonstration mock-up products for plants that are demonstrating the use of the flowing concrete for the first time. Obtain core samples from different locations of mock-up products to inspect the aggregate distribution in each sample and compare it with the aggregate distribution of other core samples. Perform surface resistivity tests on the core samples or test cylinders at 28 days.

Submit the results of the laboratory trial batch tests and field demonstration of verified test data and inspection reports to the Engineer, along with certification stating that the results of the laboratory trial batch tests and field demonstration tests indicate that the proposed concrete mix design meets the requirements of the specifications. For the proposed mix design, state the anticipated maximum time limit between the batching and when the concrete of each batch is deposited during the production.

Upon the review and verification of the laboratory trial batch, field demonstration test data, inspection reports and contractor's certification statement, the Department will approve the proposed mix design.

The Department may approve proposed flowing concrete mixes, centrally mixed at the placement site, without the production of demonstration batches, provided that the proposed mix meets the following two criteria:

(1) A previously approved flowing concrete mix of the same class has demonstrated satisfactory performance under the proposed job placing conditions with a minimum of fifteen consecutive Department acceptance tests, which met all plastic and hardened concrete test requirements.

(2) The cementitious materials and chemical admixtures, including the flowing concrete HRWR admixture, used in the proposed mix are the same materials from the same source used in the previously approved mix, (1) above.

Do not produce or place concrete until the design mixes have been approved.

**346-4 Composition of Concrete.**

**346-4.1 Master Proportion Table:** Proportion the materials used to produce the various classes of concrete in accordance with Table 3:

TABLE 3		
Class of Concrete	Minimum Total Cementitious Materials Content pounds per cubic yard	Maximum Water to Cementitious Materials Ratio pounds per pounds*
I	470	0.53
I (Pavement)	470	0.50
II	470	0.53
II (Bridge Deck)	611	0.44
III	611	0.44
III (Seal)	611	0.53
IV	658	0.41**
IV (Drilled Shaft)	658	0.41
V (Special)	752	0.37**
V	752	0.37**
VI	752	0.37**

\*The calculation of the water to cementitious materials ratio (w/cm) is based on the total cementitious material including cement and any supplemental cementitious materials that are used in the mix.  
 \*\*When the use of silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When the use of ultrafine fly ash is required, the maximum water to cementitious material ratio will be 0.30.

**346-4.2 Chloride Content Limits for Concrete Construction:**

**346-4.2.1 General:** Use the following maximum chloride content limits for the concrete application and/or exposure environment shown:

Application/Exposure Environment		Maximum Allowable Chloride Content, pounds per cubic yard
Non Reinforced Concrete		No Test Needed
Reinforced Concrete	Slightly Aggressive Environment	0.70
	Moderately or Extremely Aggressive Environment	0.40
Prestressed Concrete		0.40

**346-4.2.2 Control Level for Corrective Action:** If chloride test results exceed the limits of Table 4, suspend concrete placement immediately for every mix design represented by the failing test results, until corrective measures are made. Perform an engineering analysis to demonstrate that the material meets the intended service life of the structure on all concrete represented by the failing chloride test results. Supply this information within 30 business days of the failing test results from a Professional Engineer, registered in the State of Florida and knowledgeable in the areas of corrosion and corrosion control.

**346-5 Sampling and Testing Methods.**

Perform concrete sampling and testing in accordance with the following methods:

Description	Method
Slump of Hydraulic Cement Concrete	ASTM C 143
Air Content of Freshly Mixed Concrete by the Pressure Method*	ASTM C 231
Air Content of Freshly Mixed Concrete by the Volumetric Method*	ASTM C 173
Making and Curing Test Specimens in the Field**	ASTM C 31
Compressive Strength of Cylindrical Concrete Specimens***	ASTM C 39
Obtaining and Testing Drilled Core and Sawed Beams of Concrete	ASTM C 42
Initial Sampling of Concrete from Revolving Drum Truck Mixers or Agitators	FM 5-501
Low Levels of Chloride in Concrete and Raw Materials	FM 5-516
Density (Unit Weight), Yield and Air Content (Gravimetric) of Concrete	ASTM C 138
Temperature of Freshly Mixed Portland Cement Concrete	ASTM C 1064
Sampling Freshly Mixed Concrete****	ASTM C 172
Static Segregation of Self Consolidating Concrete using Column Techniques	ASTM C 1610
Slump Flow of Self Consolidating Concrete	ASTM C 1611
Passing Ability of Self Consolidating Concrete by J-Ring	ASTM C 1621

TABLE 5	
Description	Method
Concrete Resistivity as an Electrical Indicator of its Permeability	FM 5-578
<p>*Use the same type of meter for QC tests as the Department uses for Verification testing. When using pressure type meters, use an aggregate correction factor determined by the concrete producer for each mix design to be tested. Record and certify test results for correction factors for each type of aggregate at the concrete production facility.</p> <p>** Provide curing facilities that have the capacity to store all QC, Verification, "hold" and Independent Verification cylinders simultaneously for the initial curing.</p> <p>***The Verification technician will use the same size cylinders as the Quality Control technician.</p> <p>**** Take the test sample from the middle portion of the batch in lieu of collecting and compositing samples from two or more portions, as described in ASTM C 172.</p>	

### 346-6 Control of Quality.

**346-6.1 General:** Develop a Quality Control Plan (QCP) as specified in Section 105. Meet the requirements of the approved QCP and Contract Documents. Ensure the QCP includes the necessary requirements to control the quality of the concrete.

Perform QC activities to ensure materials, methods, techniques, personnel, procedures and processes utilized during production meet the specified requirements. For precast/prestressed operations, ensure that the QC testing is performed by the producer.

Accept the responsibility for QC inspections on all phases of work. Ensure all materials and workmanship incorporated into the project meet the requirements of the Contract Documents.

Ensure the QCP includes any anticipated requirements for adjusting and controlling the concrete at the placement site. Include the testing procedures that will be implemented to control the quality of the concrete and ensure that concrete placed is within the tolerance range. Also, include provisions for the addition of water to concrete delivered to the placement site at designated level areas, to ensure the allowable amount of water stated on the concrete delivery ticket is correct and the maximum water to cementitious materials ratio on the approved design mix is not exceeded. Ensure the anticipated ranges of jobsite water additions are described and the proposed methods of measuring water for concrete adjustments are included.

Failure to meet the requirements of this Specification or the QCP will automatically void the concrete portion of the QCP. To obtain QCP re-approval, implement corrective actions as approved by the Engineer. The Engineer may allow the Contractor to continue any ongoing concrete placement but the Engineer will not accept concrete for any new placement until the QCP re-approval is given by the Engineer.

**346-6.2 Concrete Design Mix:** Provide concrete that has been produced in accordance with a Department approved design mix, in a uniform mass free from balls and lumps.

For slump target values in excess of 6 inches or self consolidating concrete, utilize a grate over the conveyance equipment to capture any lumps or balls that may be present in the mix. The grate must cover the entire opening of the conveyance equipment and have an opening that is a maximum of 2 1/2 inches in any one direction. Remove the lumps or balls from the grate and discard them. Discharge the concrete in a manner satisfactory to the Engineer. Perform demonstration batches to ensure complete and thorough placements in complex elements, when requested by the Engineer.

Do not place concretes of different compositions such that the plastic concretes may combine, except where the plans require concrete both with and without silica fume, ultrafine fly ash, metakaolin or calcium nitrite in a continuous placement. Produce these concretes using separate design mixes. For example, designate the mix with calcium nitrite as the

original mix and the mix without calcium nitrite as the redesigned mix. Ensure that both mixes contain the same cement, fly ash or slag, coarse and fine aggregates and compatible admixtures. Submit both mixes for approval as separate mix designs, both meeting all requirements of this Section. Ensure that the redesigned mix exhibits plastic and hardened qualities which are additionally approved by the Engineer as suitable for placement with the original mix. The Engineer will approve the redesigned mix for commingling with the original mix and for a specific project application only. Alternately, place a construction joint at the location of the change in concretes.

**346-6.3 Delivery Certification:** Ensure that an electronic delivery ticket is furnished with each batch of concrete before unloading at the placement site. The delivery ticket may be proprietary software or in the form of an electronic spreadsheet, but shall be printed. Ensure that the materials and quantities incorporated into the batch of concrete are printed on the delivery ticket. Include the following information on the Delivery Ticket:

- (1) Arrival time at jobsite,
- (2) Time that concrete mix has been completely discharged,
- (3) Number of revolutions upon arrival at the jobsite,
- (4) Total gallons of water added at the jobsite,
- (5) Additional mixing revolutions when water is added,
- (6) Total number of revolutions.

Items 3 through 6 do not apply to non-agitating concrete transporting vehicles.

Ensure the batcher responsible for production of the batch of concrete signs the delivery ticket, certifying the batch of concrete was produced in accordance with the Contract Documents.

Sign the delivery ticket certifying that the design mix maximum specified water to cementitious materials ratio was not exceeded due to any jobsite adjustments to the batch of concrete, and that the batch of concrete was delivered and placed in accordance with the Contract Documents.

**346-6.4 Plastic Property Tolerances:** Do not place concrete with a slump more than plus or minus 1.5 inches from the target slump value specified in Table 2.

Reject concrete with slump or air content that does not fall within the specified tolerances and immediately notify the concrete production facility that an adjustment of the concrete mixture is required. If a load does not fall within the tolerances, test each subsequent load and the first adjusted load. If failing concrete is not rejected or adjustments are not implemented, the Engineer may reject the concrete and terminate further production until the corrections are implemented.

Do not allow concrete to remain in a transporting vehicle to reduce slump. Water may be added only upon arrival of the concrete to the jobsite and not thereafter.

### **346-7 Mixing and Delivering Concrete.**

**346-7.1 General Requirements:** Operate all concrete mixers at speeds and volumes per the manufacturer's design or recommendation as stipulated on the mixer rating plate.

**346-7.2 Transit Truck Mixing:** When water is added at the jobsite, mix the concrete 30 additional drum mixing revolutions. Do not add water after the total number of drum mixing revolutions exceeds 130, do not make additional mix adjustments. Discharge all concrete from truck mixers before total drum revolutions exceed 300. Seek approval from the Engineer prior to using a central mixer and depositing the batch into a truck mixer.

**346-7.2.1 Transit Time:** Ensure compliance with Table 6 between the initial introduction of water into the mix and completely discharging all of the concrete from the truck:

TABLE 6	
Maximum Allowable Time	
Non-Agitator Trucks	Agitator Trucks
45 minutes	60 minutes
75 minutes*	90 minutes*
*When a water-reducing and retarding admixture (Type D, Type G or Type II) is used.	

**346-7.2.2 Placement Time:** All the concrete in a load must be in its final placement position a maximum of 15 minutes after the transit time has expired unless a time extension is approved in advance by the Engineer.

**346-7.3 On-site Batching and Mixing:** Include provisions in the QCP for the mixing at the site. Use a mixer of sufficient capacity to prevent delays that may be detrimental to the quality of the work. Ensure that the accuracy of batching equipment is in accordance with requirements of this Section.

**346-7.4 Concreting in Cold Weather:** Do not mix or place concrete when the air temperature is below 45°F. Protect the fresh concrete from freezing in accordance with Section 400. The requirements of concreting in cold weather are not applicable to precast concrete mixing and placement operations occurring in a temperature controlled environment.

**346-7.5 Concreting in Hot Weather:** Hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

**346-7.6 Adding Water to Concrete at the Placement Site:** Perform an initial slump test before the addition of water at the jobsite. If the slump, as delivered, is outside the tolerance range, reject the load. If the slump is within the tolerance range, that load may be adjusted by adding water provided the addition of water does not exceed the water to cementitious materials ratio as defined by the mix design. After adding water, perform a slump test to confirm the concrete is within the slump tolerance range. If an adjustment is made at the concrete production facility, perform a slump test on the next load to ensure the concrete is within the slump tolerance range. Do not place concrete represented by slump test results outside of the tolerance range. Include water missing from the water storage tanks upon arrival at the project site in the jobsite water added.

**346-7.7 Sample Location:** Obtain acceptance samples from the point of final placement. Describe in the QCP the method to sample the plastic concrete at the point of final placement.

Where concrete buckets are used to discharge concrete directly to the point of final placement or into the hopper of a tremie pipe, samples will be obtained from the discharge of the bucket. When the concrete is discharged directly from the mixer into the bucket and the bucket is discharged within 20 minutes, samples may be obtained from the discharge of the mixer.



Where conveyor belts, troughs, pumps, or chutes are used to transport concrete directly to the point of final placement or into the hopper of a tremie pipe, samples will be obtained from the discharge end of the entire conveyor belt, trough, pump, or chute system.

Where concrete is placed in a drilled shaft or other element using a tremie pipe and a concrete pump, samples will be obtained from the discharge of the pump line at the location of the tremie hopper.

For all other placement methods, prior to each placement, obtain Department approval for sampling at the discharge of the mixer in lieu of sampling at the point of final placement. Describe the sampling correlation procedure in the QCP. Once the comparative sampling correlation is approved by the Engineer, apply this correlation to the plastic properties tolerances for samples obtained from the discharge of mixer.

Where a concrete pump is used to deposit concrete directly into a drilled shaft which is a wet excavation without the use of a tremie, or other applications as approved by the Engineer, ensure the discharge end of the pump line remains immersed in the concrete at all times after starting concrete placement.

### **346-8 Plastic Concrete Sampling and Testing.**

QC tests include air content, temperature, slump, and preparing compressive strength cylinders for testing at later dates. In addition, calculate the water to cementitious materials ratio in accordance with FM 5-501 for compliance to the approved mix design.

Ensure that each truck has a rating plate and a valid mixer identification card issued by the Department. Ensure that the revolution counter on the mixer is working properly, and calibration of the water dispenser has been performed within the last twelve months. Reject any concrete batches that are delivered in trucks that do not have mixer identification cards. Remove the mixer identification card when a truck mixer is discovered to be in noncompliance and the mixer deficiencies cannot be repaired immediately. When the mixer identification card is removed for noncompliance, make note of the deficiency or deficiencies found, and forward the card to the District Materials and Research Engineer who has Producer QC Plan acceptance authority.

Perform plastic concrete tests on the initial delivery of each concrete design mix each day. Ensure QC technicians meeting the requirements of Section 105 are present and performing tests throughout the placement operation. Ensure one technician is present and performing tests throughout the placement operation at each placement site. If a project has multiple concrete placements at the same time, identify the number of technicians in the Quality Control Plan to ensure minimum sampling and testing frequencies are met. Ensure that the equipment used for delivery, placement and finishing meets the requirements of this Specification.

When a truck designated for QC testing arrives at the discharge site, a subsequent truck may also discharge once a representative sample has been collected from the QC truck and while awaiting the results of QC testing. Reject non-complying loads at the jobsite. Ensure that corrections are made on subsequent loads. Immediately cease concrete discharge of all trucks if the QC truck has failing test. Perform plastic properties tests on all trucks prior to the first corrected truck and the corrected truck. When more than one truck is discharging into a pump simultaneously, only the truck designated for QC testing may discharge into the pump to obtain a representative sample of concrete from the QC truck only.

Furnish sufficient concrete of each design mix as required by the Engineer for verification testing. When the Engineer's verification test results do not compare with the QC plastic properties test results, within the limits defined by the Independent Assurance (IA)

checklist comparison criteria, located in Materials Manual Chapter 5, disposition of the concrete will be at the option of the Contractor.

On concrete placements consisting of only one load of concrete, perform initial sampling and testing in accordance with this Section. The acceptance sample and plastic properties tests may be taken from the initial portion of the load.

If any of the QC plastic properties tests fail, reject the remainder of that load, and any other loads that have begun discharging, terminate the LOT and notify the Engineer. Make cylinders representing that LOT from the same sample of concrete.

Following termination of a LOT, obtain samples from a new load, and perform plastic properties tests until such time as the water to cementitious materials ratio, air content, temperature and slump comply with the Specification requirements. Initiate a new LOT once the testing indicates compliance with Specification requirements.

Suspend production when any five loads in two days of production of the same design mix are outside the specified tolerances. Make the necessary revisions to concrete operations and increase the frequency of QC testing in the QCP to bring the concrete within allowable tolerances. Obtain the Engineer's approval of the revisions before resuming production. After production resumes, obtain the Engineer's approval before returning to the normal frequency of QC testing.

If concrete placement stops for more than 90 minutes, perform initial plastic properties testing on the next batch and continue the LOT. Cylinders cast for that LOT will represent the entire LOT.

When the Department performs Independent Verification, the Contractor may perform the same tests on the concrete at the same time. The Department will compare results based on the Independent Assurance Checklist tolerances.

When the Department's Independent Verification test results do not meet the requirements of this Section, the Engineer may require the Contractor to revise the QCP.

### **346-9 Acceptance Sampling and Testing.**

**346-9.1 General:** Perform plastic properties tests in accordance with 346-8 and cast a set of three QC cylinders, for all structural concrete incorporated into the project. Take these acceptance samples randomly as determined by a random number generator (acceptable to the Department). The Department will independently perform verification plastic properties tests and cast a set of verification cylinders. The verification cylinders will be the same size cylinder selected by the Contractor, from a separate sample from the same load of concrete as the Contractor's QC sample.

The Department may perform inspections in lieu of plastic properties tests of the precast plants producing Class I and II concrete, except for Incidental Precast plants.

For each set of QC cylinders verified by the Department, cast one additional cylinder from the same sample, and identify it as the QC "hold" cylinder. The Department will also cast one additional "hold" cylinder from each Verification sample. All cylinders will be clearly identified as outlined in the Sample/Lot Numbering System instructions located on the State Materials Office website. Deliver the QC samples, including the QC "hold" cylinder to the final curing facility in accordance with ASTM C 31. At this same time, the Department will deliver the Verification samples, including the Verification "hold" cylinder, to their final curing facility.

Test the QC laboratory cured samples for compressive strength at the age of 28 days, or any other specified age, in a laboratory meeting and maintaining at all times the qualification requirements listed in Section 105.

The QC testing laboratory will input the compressive strength test results into the Department’s sample tracking database within 24 hours. When the QC testing laboratory cannot input the compressive strength test results into the Department’s sample tracking database within 24 hours, the QC testing laboratory will notify the Verification testing laboratory within 24 hours of testing the cylinder and provide the Verification testing laboratory the compressive strength test results. Ensure the compressive strength results are input into the Department’s sample tracking database within 72 hours of determining the compressive strength of the cylinders.

The Department will compare the Verification sample results with the corresponding QC sample results. In the event that one set of compressive strength data for a set of cylinders falls outside the range of the other set of cylinders, use the lower Range of Average Compressive Strength to determine the comparison criteria. Based on this comparison, the Department will determine if the Comparison Criteria as shown in Table 7 has been met. When the difference between QC and Verification is less than or equal to the Comparison Criteria, the QC data is verified. When the difference between QC and Verification data exceeds the Comparison Criteria, the Engineer will initiate the resolution procedure.

Table 7	
Range of Average Compressive Strength	Comparison Criteria
Less than 3500 psi	420 psi
3,501 – 4,500 psi	590 psi
4,501 – 6,500 psi	910 psi
6,501 – 8,500 psi	1,275 psi
Greater than 8,500 psi	1,360 psi

**346-9.2 Sampling Frequency:**

As a minimum, sample and test concrete of each design mix for water to cementitious materials ratio, air content, temperature, slump and compressive strength once per LOT as defined by Table 8. When a mix design is used for a different application, the LOT is defined by the application. When more than one concrete production facility is used for the same mix design, describe the method of sampling, testing and LOT numbering in the QC Plan. The Engineer will randomly verify one of every four consecutive LOTs of each design mix based on a random number generator. The Department may perform Independent Verification testing to verify compliance with specification requirements. All QC activities, calculations, and inspections will be randomly confirmed by the Department.

TABLE 8	
Class Concrete*	Maximum LOT Size
I	one day’s production
I (Pavement)	2,000 square yards, or one day’s production, whichever is less

TABLE 8	
Class Concrete*	Maximum LOT Size
II, II (Bridge Deck), III, IV, V (Special), V, VI	50 cubic yards, or one day's production, whichever is less
IV (Drilled Shaft)	50 cubic yards, or two hours between the end of one placement and the start of the next placement, whichever is less
III (Seal)	Each Seal placement
*For any class of concrete used for roadway barrier wall, the lot size is defined as 100 cubic yards, or one day's production, whichever is less.	

**346-9.2.1 Reduced Frequency for Acceptance Tests:** The LOT size may represent 100 cubic yards when produced at the same mix design at the same concrete production facility for the same prime contractor and subcontractor on a given Contract. Submit test results indicating the average compressive strength is greater than two standard deviations above the specified minimum strength for that class of concrete. Base calculations on a minimum of ten consecutive strength test results for a Class IV or higher; or a minimum of five consecutive strength results for a Class III or lower.

The average of the consecutive compressive strength test results, based on the class of concrete, can be established using historical data from a previous Department project. The tests from the previous Department project must be within the last 60 calendar days or may also be established by a succession of samples on the current project. Only one sample can be taken from each LOT. Test data must be from a laboratory meeting the requirements of Section 105. Obtain Department approval before beginning reduced frequency LOT's.

If at any time a strength test is not verified or the average strength of the previous ten or five consecutive samples based on the class of concrete from the same mix design and the same production facility is less than the specified minimum plus two standard deviations, return to the maximum production quantity represented by the LOT as defined in Table 8. Notify the Engineer that the maximum production rate is reinstated. In order to reinitiate reduced frequency, submit a new set of strength test results.

**346-9.3 Strength Test Definition:** The strength test of a LOT is defined as the average of the compressive strengths tests of three cylinders cast from the same sample of concrete from the LOT.

**346-9.4 Acceptance of Concrete:**

Ensure that the hardened concrete strength test results are obtained in accordance with 346-9.3. Do not discard a cylinder strength test result based on low strength (strength below the specified minimum strength as per the provisions of this Section).

When one of the three QC cylinders from a LOT is lost, missing, damaged or destroyed, determination of compressive strength will be made by averaging the remaining two cylinders. If more than one QC cylinder from a LOT is lost, missing, damaged or destroyed, the Contractor will core the structure at no additional expense to the Department to determine the compressive strength. Acceptance of LOT may be based on verification data at the discretion of the Engineer. Obtain the approval of the Engineer to core, and of the core location prior to coring.

For each QC cylinder that is lost, missing, damaged or destroyed, payment for that LOT will be reduced by \$750.00 per 1,000 psi of the specified design strength [Example:

loss of two Class IV (Drill Shaft) QC cylinders that has no verification data will require the element to be cored and a pay reduction will be assessed (4,000 psi / 1,000 psi) x \$750 x 2 = \$6,000]. This reduction will be in addition to any pay adjustment for low strength.

When QC compressive strength test results are not verified, the resolution procedure will be used to accept or reject the concrete. Maintain the “hold” cylinders until the verification of the compressive strength test results.

When QC test results are verified, the Engineer will accept the concrete based on QC test results. The Engineer will accept at full pay only LOTs of concrete represented by plastic property results which meet the requirements of the approved mix design and strength test results which equal or exceed the respective specified minimum strength.

**346-9.5 Resolution Procedure:** The Department may initiate an IA review of sampling and testing methods. The resolution procedure may consist of, but need not be limited to, a review of sampling and testing of fresh concrete, calculation of water to cementitious materials ratio, handling of cylinders, curing procedures and compressive strength testing. Core samples of the hardened concrete may be required.

The Engineer will determine through the resolution procedure whether the QC strength test results or the verification strength test are deemed to be the most accurate. When the Engineer cannot determine which strength test results are the most accurate, the concrete represented by the four consecutive LOTs will be evaluated based on the QC data. The Engineer will inform the QC and the Verification lab within three calendar days of the acceptance compressive strength test to transport their “hold” cylinders to the resolution lab. The QC and Verification laboratories will transport their own hold cylinder to the resolution testing laboratory within 72 hours after the Engineer notifies the Contractor that a resolution is required. In addition, the Engineer will ensure that the QC and verification “hold” cylinders are tested within seven calendar days of the acceptance strength tests.

The resolution investigation will determine the strength test results for each of the four or less LOTs. When the QC strength test results are deemed to be the most accurate, the QC strength test results will represent the four or less consecutive LOTs and the Department will pay for the resolution testing and investigation. When the verification strength test results are deemed to be the most accurate, the Department will assess a \$1,000 pay reduction for the cost of the Resolution Investigation.

The results of the resolution procedure will be forwarded to the Contractor within five working days after completion of the investigation. If the Department finds deficiencies based on the Contractor’s QCP, the Engineer may suspend that part of the QCP. When the QC plan is suspended, submit corrective actions for approval to the Engineer. The Engineer may take up to five working days to review corrective actions to the QCP. The Engineer will not allow changes to contract time or completion dates. Incur all delay costs and other costs associated with QC plan suspension and re-approval.

**346-9.6 Small Quantities of Concrete:** When a project has a total plan quantity of less than 50 cubic yards, that concrete will be accepted based on the satisfactory compressive strength of the QC cylinders. Provide certification to the Engineer that the concrete was batched and placed in accordance with the Contract Documents. Submit a quality control plan for the concrete placement operation in accordance with Section 105. In addition, the Engineer may conduct Independent Verification (IV) testing as identified in 346-9. Evaluate the concrete in accordance with 346-10 at the discretion of the Engineer.

### **346-10 Investigation of Low Strength Concrete for Structural Adequacy.**

**346-10.1 General:** When a concrete acceptance strength test result falls more than 500 psi below the specified minimum strength and the Department determines that an investigation is necessary, make an investigation into the structural adequacy of the LOT of concrete represented by that acceptance strength test result at no additional expense to the Department. The Engineer may also require the Contractor to perform additional strength testing as necessary to determine structural adequacy of the concrete.

Furnish either a structural analysis performed by the Specialty Engineer to establish strength adequacy or drilled core samples as specified in 346-10.3 to determine the in-place strength of the LOT of concrete in question at no additional expense to the Department. Obtain the Engineer's approval before taking any core samples. When the concrete is deemed to have low strength, obtain and test the cores and report the data to the Engineer within 10 calendar days of the 28 day compressive strength tests. Core strength test results obtained from the structure will be accepted by both the Contractor and the Department as the in-place strength of the LOT of concrete in question. The core strength test results will be final and used in lieu of the cylinder strength test results for determination of structural adequacy and any pay adjustment. The Department will calculate the strength value to be the average of the compressive strengths of the three individual cores. This will be accepted as the actual measured value.

**346-10.2 Determination of Structural Adequacy:** If core strength test results are less than 500 psi below the specified minimum strength, consider the concrete represented by the cores structurally adequate. If the core strength test results are more than 500 psi below the specified minimum strength, the Department will consider the concrete represented by the cores structurally questionable. Submit a structural analysis performed by the Specialty Engineer. If the results of the structural analysis indicate adequate strength to serve its intended purpose with adequate durability, and is approved by the Department, the Contractor may leave the concrete in place subject to the requirements of 346-11, otherwise, remove and replace the LOT of concrete in question at no additional expense to the Department.

**346-10.3 Coring for Determination of Structural Adequacy:** Notify the Engineer 48 hours prior to taking core samples. The Engineer will select the size and location of the drilled cores so that the structure is not impaired and does not sustain permanent damage after repairing the core holes. Sample three undamaged cores taken from the same approximate location where the questionable concrete is represented by the low strength concrete test cylinders. Repair core holes after samples are taken.

**346-10.4 Core Conditioning and Testing:** Test the cores in accordance with ASTM C 42. Test the cores after obtaining the samples within seven calendar days.

### **346-11 Pay Adjustments for Low Strength Concrete.**

**346-11.1 General:** Any LOT of concrete failing to meet the specified minimum strength as defined in 346-3, 346-9, 346-10 and satisfactorily meeting all other requirements of the Contract Documents, including structural adequacy, the Engineer will individually reduce the price of each low strength LOT in accordance with this Section.

**346-11.2 Basis for Pay Adjustments:** When an acceptance strength test result falls more than 500 psi below the specified minimum strength, core samples may be obtained in accordance with ASTM C 42 from the respective LOT of concrete represented by the low acceptance strength test result for determining pay adjustments. A price adjustment will be applied to the certified invoice price the Contractor paid for the concrete or the precast product.

Do not core hardened concrete for determining pay adjustments when the 28 day acceptance cylinder strength test results are less than 500 psi below the specified minimum strength.

The results of strength tests of the drilled cores, subject to 346-11.5 and 346-11.6, will be used as the acceptance results and will be used in lieu of the cylinder strength test results for determining pay adjustments.

In precast operations, excluding prestressed, ensure that the producer submits acceptable core sample test results to the Engineer. The producer may elect to use the products in accordance with 346-11. Otherwise, replace the concrete in question at no additional cost to the Department. For prestressed concrete, core sample testing is not allowed for pay adjustment. The results of the cylinder strength tests will be used to determine material acceptance and pay adjustment.

**346-11.3 Coring for Determination of Pay Adjustments:** Obtain the cores in accordance with 346-10.3.

**346-11.4 Core Conditioning and Testing:** Test the cores in accordance with 346-10.4.

**346-11.5 Core Strength Representing Equivalent 28 Day Strength:** For cores tested no later than 42 calendar days after the concrete was cast, the Engineer will accept the core strengths obtained as representing the equivalent 28 day strength of the LOT of concrete in question. The Engineer will calculate the strength value to be the average of the compressive strengths of the three individual cores. The Engineer will accept this strength at its actual measured value.

**346-11.6 Core Strength Adjustments:** For cores tested later than 42 calendar days after the concrete was cast, the Engineer will establish the equivalency between 28 day strength and strength at ages after 42 calendar days. The Engineer will relate the strength at the actual test age to 28 day strength for the design mix represented by the cores using the following relationship:

**346-11.6.1 Portland Cement Concrete without Pozzolan or Slag:**

Equivalent 28 Day Strength,  $f'_c(28) = 1/F$  (Average Core Strength) x 100,

where:

$$F = 4.4 + 39.1 (\ln x) - 3.1 (\ln x)^2 \quad (\text{Type I Cement})$$

$$F = -17.8 + 46.3 (\ln x) - 3.3 (\ln x)^2 \quad (\text{Type II Cement})$$

$$F = 48.5 + 19.4 (\ln x) - 1.4 (\ln x)^2 \quad (\text{Type III Cement})$$

$x$  = number of days since the concrete was placed

$\ln$  = natural log

**346-11.6.2 Pozzolanic-Cement Concrete:**

Equivalent 28 day compressive strength =  $f'_c(28)$ , where:

$$f'_c(28) = 0.490 f'_c(t) e^{\left(\frac{8.31}{t}\right)^{0.276}} \quad (\text{Type I Cement})$$

$$f'_c(28) = 0.730 f'_c(t) e^{\left(\frac{2.89}{t}\right)^{0.514}} \quad (\text{Type II Cement})$$

$$f'_c(28) = 0.483 f'_c(t) e^{\left(\frac{5.38}{t}\right)^{0.191}} \quad (\text{Type III Cement})$$

$f'_c(t)$  = Average Core Strength at time t (psi)

$t$  = time compressive strength was measured (days)

### 346-11.6.3 Slag-Cement Concrete:

Equivalent 28 day compressive strength =  $f'_c(28)$ , where:

$$f'_c(28) = 0.794 f'_c(t) e^{\left(\frac{7.06}{t}\right)^{1.06}} \quad (\text{Type I Cement})$$

$$f'_c(28) = 0.730 f'_c(t) e^{\left(\frac{6.02}{t}\right)^{0.747}} \quad (\text{Type II Cement})$$

$$f'_c(28) = 0.826 f'_c(t) e^{\left(\frac{2.36}{t}\right)^{0.672}} \quad (\text{Type III Cement})$$

$f'_c(t)$  = Average Core Strength at time t (psi)

$t$  = time compressive strength was measured (days)

**346-11.7 Calculating Pay Adjustments:** The Engineer will determine payment reductions for low strength concrete accepted by the Department and represented by either cylinder or core strength test results below the specified minimum strength, in accordance with the following:

Reduction in Pay is equal to the reduction in percentage of concrete cylinder strength (specified minimum strength minus actual strength divided by specified minimum strength).

For the elements that payments are based on the per foot basis, the Engineer will adjust the price reduction from cubic yards basis to per foot basis, determine the total linear feet of the elements that are affected by low strength concrete samples and apply the adjusted price reduction accordingly.

### 346-12 Pay Reduction for Plastic Properties

A rejected load in accordance with 346-6.4 is defined as the entire quantity of concrete contained within a single ready mix truck or other single delivery vehicle regardless of what percentage of the load was placed. If concrete fails a plastic properties test and is thereby a rejected load but its placement continues after completion of a plastic properties test having a failing result, payment for the concrete will be reduced.

The pay reduction for cast-in-place concrete will be twice the invoice price per cubic yard of the quantity of concrete in the rejected load.

The pay reduction for placing a rejected load of concrete into a precast product will be applied to that percentage of the precast product that is composed of the concrete in the rejected load. The percentage will be converted to a reduction factor which is a numerical value greater than zero



but not greater than one. The precast product payment reduction will be twice the Contractor's billed price from the Producer for the precast product multiplied by the reduction factor.

If the Engineer authorizes placement of the concrete, even though plastic properties require rejection, there will be no pay reduction based on plastic properties failures; however, any other pay reductions will apply.

**347 PORTLAND CEMENT CONCRETE – CLASS NS.  
(REV 10-9-12) (1-13)**

SECTION 347 (Pages 326 – 329) is deleted and the following substituted:

**SECTION 347  
PORTLAND CEMENT CONCRETE - CLASS NS**

**347-1 Description.**

The requirements of this Section are applicable to concrete designated as Class NS hereinafter referred to as concrete. Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical admixtures, slag, or pozzolanic materials. Deliver concrete to placement site in a freshly mixed, unhardened state. Ensure the concrete is placed and cured in a manner to ensure that the strength and durability of the concrete is maintained.

**347-2 Materials.**

**347-2.1 General:** Certify that all materials used in concrete are from Department approved sources, and free from frozen or other detrimental matter.

Meet the following requirements:

Portland Cement.....	Section 921
Coarse Aggregate.....	Section 901
Fine Aggregate.....	Section 902
Water.....	Section 923
Chemical Admixtures .....	Section 924
Pozzolans and Slag .....	Section 929

**347-2.2 Admixture Requirements:** Chemical admixtures may be added at the dosage rates recommended by the manufacturer.

**347-2.3 Substitution of Materials:** Approved material sources may be substituted for similar materials indicated on the originally approved mix design. Use originally approved mix components and proportions, when unsatisfactory test results are obtained from the use of the substituted material(s).

**347-2.4 Material Storage:** Use a concrete production facility that meets the following requirements:

**347-2.4.1 Cementitious Materials Storage:** Provide a separate and clearly labeled weatherproof facility to store each brand or type of cementitious material without mixing or contamination. Provide a suitable, safe and convenient means of collecting cementitious material samples at each storage facility.

**347-2.4.2 Aggregate Storage:** Provide suitable bins, stockpiles or silos to store and identify aggregates without mixing, segregating or contaminating different grades or types of materials. Identify Department approved pit number and aggregate type/gradation. Handle the

aggregates in a manner to minimize segregation and meet the specification requirements when recovered from storage. Continuously and uniformly sprinkle coarse aggregate with water, for 24 hours preceding introduction into the concrete mix. Maintain stored aggregates in a well-drained condition to minimize free water content. Provide access for the Engineer to sample the aggregates from the recovery side of the storage facility.

### **347-3 Production, Mixing and Delivery.**

**347-3.1 Concrete Production Requirements:** Deliver concrete from a production facility that is certified by the National Ready-Mixed Concrete Association (NRMCA) or approved by the District Materials Office. The District Materials Office may inspect the concrete production facility's to verify compliance with the Specifications. Produce concrete utilizing equipment that is in good operating condition and operated in a manner to ensure a consistent product. Within two hours prior to each day's batching, ensure that the concrete production facility determines the free moisture for the coarse and fine aggregates. On concrete placements expected to exceed three hours, perform an additional moisture test approximately half way through the batching operations and adjust batch proportions accordingly.

Ensure that the calibration of the measuring devices of the concrete production facilities meets the requirements of Chapter 531 of the Florida Statutes. At least quarterly, ensure that all scales, meters and other weighing or measuring devices are checked for accuracy by a qualified representative of a scale company registered with the Bureau of Weights and Measures of the Florida Department of Agriculture. Have the accuracy of admixture measuring dispensers certified annually by the admixture supplier.

When Volumetric Mixers are used, deliver concrete in accordance with the requirements of Volumetric Mixer Manufactures Bureau (VMMB) and ensure that the vehicle has a VMMB registered rating plate.

Substitution of structural concrete in lieu of non-structural concrete may be used if approved by the Engineer. If structural concrete is used in lieu of non-structural concrete, obtain the concrete from a production facility meeting the requirements of Section 346. Acceptance is based on the requirements of Section 347.

**347-3.2 Mixers:** Ensure that mixers are capable of combining the components of concrete into a thoroughly mixed and uniform mass, free from balls or lumps of cementitious materials, and capable of discharging the concrete uniformly. Operate concrete mixers at speeds per the manufacturer's design. Do not exceed the manufacturer's rated capacity for the volume of mixed concrete in the mixer, mixing drum, or container.

**347-3.3 Delivery:** The maximum allowable mixing and agitation time of concrete is 120 minutes.

**347-3.4 Small Quantities of Concrete:** With approval of the District Materials Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer will verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

### **347-4 Control of Quality.**

**347-4.1 Concrete Mix Design:** Before producing any concrete, submit the proposed mix design to the Engineer on a form provided by the Department. A similar form containing the same information may be used. Also submit three compressive strength test results tested in accordance with ASTM C 39 demonstrating the mix meets the minimum 28 day compressive

strength requirement. The test results must be within twelve months of the submittal of the mix design. Use only concrete mix designs having prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments and substituted material on the Department concrete delivery ticket. The Engineer may disqualify any concrete production facility for non-compliance with Specification requirements.

**347-4.2 Sampling and Testing:** The Engineer may sample and test the concrete at their discretion to verify its quality. The minimum 28-day compressive strength requirement for this concrete is 2,500 psi.

**347-4.3 Records:** Maintain the following records for review for at least three years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.
5. Recent NRMCA, VMMB or Department inspection records certifying the plant or truck can produce concrete and documentation showing that action has been taken to correct deficiencies noted during the inspections.

### **347-5 Certification and Acceptance.**

**347-5.1 General:** Furnish a Delivery Ticket with each batch of concrete before unloading at the placement site. The Department will provide an example of the Delivery Ticket Form. The concrete producer may use an alternate form provided that it contains the required information. Record material quantities incorporated into the mix on the Delivery Ticket. Ensure that the Batchers responsible for producing the concrete, certifies that the batch was produced in accordance with Specification requirements, signs the Delivery Ticket. Sign the Delivery Ticket certifying that the concrete was batched, delivered and placed in accordance with these Specifications.

Acceptance by the Department will be by Certification on the Delivery Ticket, as described herein, by the Batchers and the Contractor. The Engineer will hold the Contractor responsible for rejecting loads of concrete that do not meet the minimum compressive strength requirements. Delineate and replace, at no cost to the Department, all concrete that does not meet the 28-day compressive strength requirements or has any cracking greater than 1/4 inch in width or 1/4 inch in vertical displacement. Any spalling or flaking off of the surface layer that exposes the rough, pitted aggregate surface in excess of 10 square inches is to be removed and replaced in accordance with 347-5.2. Sidewalk, ditch pavement, slope pavement, Traffic Separator, or curb and gutter having any intersecting cracks visible in the dry concrete (regardless of size) will be removed and replaced in accordance with 347-5.2.

At the sole option of the Department, the Engineer may accept concrete at a reduced pay when it is determined that the concrete will serve its intended function.

If any uncontrolled cracks appear during the life of the Contract unacceptable to the Engineer, remove and replace the concrete in accordance with 347-5.2 at no expense to the Department.

**347-5.2 Remedial Action:** Remedial action will be the removal and replacement of all concrete to the full depth and width.

Sidewalk, Curb and Gutter, Ditch Pavement and Traffic Separator: Begin saw cutting 2 1/2 feet either side or above and below the crack or at the nearest joint, remove and replace the 5 foot section encompassing the crack.

Slope Pavement: Saw cut each scored joint above and below the crack and replace the entire section between the saw cuts, ensuring the section removed and replaced encompasses the crack.

**400 CONCRETE STRUCTURES.**  
**(REV 10-9-12) (1-13)**

SECTION400 (Pages 357 – 395) is deleted and the following substituted:

**SECTION 400**  
**CONCRETE STRUCTURES**

**400-1 Description.**

Construct concrete structures and other concrete members, with the exception of pavement and incidental concrete construction (which are specified in other Sections).

Refer to Section 450 for prestressed construction requirements additional to the requirements of this Section.

For precast concrete structures meet the requirements of Section 450 for inserts and lifting devices, handling, storage, shipping, and erection.

Obtain incidental precast products from a plant that is currently on the list of Producers with Accepted Quality Control Programs. Producers seeking inclusion on the list shall meet the requirements of 105-3.

**400-2 Materials.**

Meet the following requirements:

Concrete .....	Sections 346 and 347
Penetrant Sealer .....	Section 413
High Molecular Weight Methacrylate (HMWM)**	
.....	Section 413
Reinforcing Steel .....	Section 415
Water.....	Section 923
Curing Materials* .....	Section 925
Epoxy Bonding Compounds** .....	Sections 926 and 937
Joint Materials** .....	Section 932
Bearing Pads .....	Section 932
Non-Shrink Grout** .....	Section 934
Class 5 Applied Finish Coatings** .....	Section 975
Galvanizing Compound** .....	Section 562
Dowel Bar Assembly** .....	Section 931
Filter Fabric.....	Section 985

\*The Engineer will allow clean sand and sawdust for certain curing, when and as specified.

\*\*Use products listed on the Department’s Qualified Products List (QPL).

**400-3 Depth of Footing.**

Refer to Section 455, “D. SPREAD FOOTINGS”.

**400-4 Falsework.**

**400-4.1 Plans:** At the Engineer’s request, furnish detailed plans for falsework or centering to the Department. The Contractor is responsible for results obtained by using these plans.

**400-4.2 Design and Erection:** Design and construct all falsework to provide the necessary rigidity and to support the loads without appreciable settlement or deformation. Use screw jacks or hardwood wedges to take up any settlement in the framework, either before or during the placing of concrete. If any weakness develops and the centering shows undue settlement or distortion, stop the work, remove any masonry affected, and strengthen the falsework before resuming work. Support falsework which cannot be founded on a satisfactory footing on piling. Space, drive, and remove the piling in an approved manner.

**400-4.3 Camber:** Provide camber to correct for settlement and deflection of falsework. Give bridges permanent camber only when shown in the plans.

**400-5 Forms.**

**400-5.1 General:** Provide forms, either of wood or metal, that are as follows: (a) externally secured and braced where feasible; (b) substantial and unyielding; (c) of adequate strength to contain the concrete without bulging between supports and without apparent deviation from the neat lines, contours, and shapes shown in the plans. Design forms to withstand the additional forces of vibration without apparent deviation from the desired shape or position. Assemble forms to be mortar-tight. If using lumber forms, construct them of dressed wood of uniform thickness. Use form liners on wooden forms where Class 3 surface finish is specified. Construct assembled forms to render a concrete surface of smooth, uniform finish.

Make provisions to remove forms without injury to concrete surfaces. Remove blocks and bracing with the forms, and do not leave any portion of the forms in the concrete. Use the same form system for a type of work throughout.

**400-5.2 Inspection and Approval:** Do not place concrete in a form until the form has been inspected and approved. Although the Engineer inspects and approves the forms, the Contractor is responsible for obtaining satisfactory concrete surfaces, free from warping, bulging, or other objectionable defects. Pay special attention to the ties and bracing. Where the forms appear to be insufficiently braced or unsatisfactorily built, stop and correct defects to the satisfaction of the Engineer.

**400-5.3 Non-metallic Form Materials:**

**400-5.3.1 Lumber:** For all surfaces, use lumber that is not less than 3/4 inch in thickness, dressed, and free of knot holes, loose knots, cracks, splits, warps, and other defects. Proportion the spacing of studs, joists, and wales to exclude warps and bulges and to produce true and accurate concrete surfaces. Only use structurally sound lumber.

**400-5.3.2 Form Liners:** Use form liners of durable, abrasion resistant materials that are unaffected by water. Use liners with a hard surface texture capable of rendering concrete surfaces of a smooth, uniform texture, without grain marks, patterns, or blemishes. Use form liner material of sufficient thickness to eliminate the reflection of irregularities, undesirable patterns, and marks from the forms to the surfaces. Replace liners as necessary to produce a consistent concrete surface texture. Use form liners in large sheets and with true, tight-fitted joints which are logically located. Obtain the Engineer's approval of the layout of sheets. Do not use liners which have been patched. Use liner material of the same stock throughout.

**400-5.3.3 Plywood:** The Contractor may use plywood of not less than 5/8 inch in thickness manufactured with waterproof glue or protected with an approved impervious coating. Do not use pieces with bulged plies or raveled, untrue edges.

**400-5.4 Special Requirements:**

**400-5.4.1 Re-entrant Angles:** Use chamfered forms for exterior concrete corners and filleted forms for interior concrete corners. Use chamfers and fillets that are 3/4 by 3/4 inch and are mill-dressed on all sides to uniform dimensions. The Contractor may use plastic or metal chamfers and fillets provided they perform satisfactorily in producing uniform, smooth concrete corner surfaces without honeycomb.

**400-5.4.2 Handrails and Parapets:** Construct barriers and parapets in accordance with Section 521.

**400-5.4.3 End-bent Caps:** Do not place forms for end-bent caps until the embankment has been constructed to within 12 inches of the bottom of the cap. Place a mass of embankment that is sufficient to produce the subsidence, displacement, and settlement which may result from the construction of the total embankment.

**400-5.4.4 Footings:** Where footing concrete can be placed in dry excavation, the Contractor may omit cribs, cofferdams, and forms, subject to compliance with the following limitations and conditions:

- (a) Use this procedure only in locations not exposed to view from traveled roadways.
- (b) Obtain required elevations shown in the plans.
- (c) Obtain neat line dimensions shown in the plans.
- (d) Fill the entire excavation with concrete to the required elevation of the top of the footing.

(e) The Engineer will determine the volume of footing concrete to be paid for from the neat line dimensions shown in the plans.

**400-5.5 Form Alignment, Bracing, and Ties:** Construct forms in such manner that they may be adequately secured for alignment, shape, and grade. Use bracing systems, ties, and anchorages that are substantial and sufficient to ensure against apparent deviation from shape, alignment, and grade. Do not drive nails into existing concrete. Do not use bracing systems, ties, and anchorages which unnecessarily deface or mark, or have an injurious or undesirable effect on surfaces that will be a part of the finished surface.

If metal ties and anchorages are to remain in the concrete, construct them so as to permit the removal of metal to at least 1 inch beneath the finished surface of concrete. Use accessories for metal ties and anchorages that allow the removal of metal to the prescribed depth while leaving the smallest possible repairable cavity.

When using wire ties, cut or bend them back from the finished surface of the concrete a minimum of 1 inch. Do not use internal ties of wire when forming surfaces that are exposed to view.

**400-5.6 Preparation and Cleaning:** Meet the following requirements for the condition of forms at the time of beginning concrete casting:

(a) Treat all forms with an approved form-release agent before placing concrete. Do not use material which adheres to or discolors the concrete.

(b) Clean forms of all concrete laitance from previous use and all dirt, sawdust, shavings, loose wire ties and other debris.

(c) Close and secure all inspection and cleanout holes.

**400-5.7 Stay-In-Place Metal Forms:**

**400-5.7.1 General:** Utilization of stay-in-place metal forms is permitted in lieu of removable forms to form concrete bridge decks between beams and between the webs of individual box girders when designated in the plans. Stay-in-place metal forms may be of the cellular, non-cellular or non-cellular with top cover sheet type. The flutes of non-cellular stay-in-place metal forms may be filled with polystyrene foam or concrete. When polystyrene foam is used to fill the forms, fill form flutes completely; do not allow any portion of the polystyrene foam to extend beyond the limits of the flutes. Ensure that the polystyrene foam remains in its required position within flutes during the entire concrete placement process. Do not use reinforcing steel supports or other accessories in such a manner as to cause damage to the polystyrene foam. Replace all damaged polystyrene foam to the satisfaction of the Engineer.

Apply polymer sheeting to stay-in-place metal forms in accordance with the requirements in the following table. Apply polymer sheeting to all faces and edges (including sheared edges) of support angles used on bridges with Moderately and Extremely Aggressive Superstructure Environmental Classifications (as shown in the Plans). No polymer sheeting is required for beam attachment straps or clips partially embedded in concrete, and for support angles used on bridges with a Slightly Aggressive Superstructure Environmental Classification. Use polymer sheeting materials and application methods as described herein.

Polymer Sheeting Usage Requirements			
Form Type	Superstructure Environmental Classification (as shown in Plans)		
	Slightly Aggressive	Moderately Aggressive	Extremely Aggressive
Non-cellular form with concrete	No polymer sheeting required	Polymer sheeting required on bottom side	Polymer sheeting required on bottom side

Polymer Sheeting Usage Requirements				
Form Type		Superstructure Environmental Classification (as shown in Plans)		
		Slightly Aggressive	Moderately Aggressive	Extremely Aggressive
filled flutes				
Non-cellular form with polystyrene foam filled flutes		Polymer sheeting required on inside	Polymer sheeting required on both sides*	Polymer sheeting required on both sides*
Non-cellular form with Top Cover Sheet	Top Cover Sheet	Polymer sheeting required on bottom side	Polymer sheeting required on bottom side	Polymer sheeting required on bottom side
	Non-cellular form	Polymer sheeting required on top side	Polymer sheeting required on both sides*	Polymer sheeting required on both sides*
Cellular form		No polymer sheeting allowed or required	Not permitted	Not permitted

\* Polymer sheeting not required on bottom side of form located within box girders and U-beams.

Prior to using stay-in-place metal forms, submit detailed plans for approval of the forming system, including method of support and attachment and method of protecting the supporting structural steel components from welding effects. Submit design calculations for the forming system, which have been signed and sealed by the Specialty Engineer. Detail stay-in-place metal forms such that they in no way infringe upon the concrete outline of the slab shown on the plans. Use stay-in-place metal forms that provide and maintain the dimensions and configuration of the original slab in regards to thickness and slope.

Do not weld stay-in-place metal form supports and connections to the structural steel components. Do not connect polymer coated angles or other hardware that support polymer coated metal forms to the beam attachment straps or clips by welding. Electrical grounding to reinforcing steel is prohibited.

Protect structural steel components from damage by using a shield to guard against weld splatter, weld overrun, arc strikes, or other damaging effects of the welding process. Upon completion of welding, rest the metal form support flush on the supporting steel component. Should any weld spatter, weld overrun, arc strike, or other effects of the welding process be evident or occur to the structural steel component, immediately stop in-place welding of the metal form supports for the remainder of the work. In this event, weld all metal form supports off of the structure and erect the forms after prefabrication, or use an alternate approved method of attaching the form supports. Remove improper weldment, repair the supporting steel component for any improper welding. Perform all required verification and testing at no expense to the Department and to the satisfaction of the Engineer.

Do not use stay-in-place metal forms until the forming system has been approved by the Engineer. The Contractor is responsible for the performance of the stay-in-place forms.

Structures designed, detailed, and dimensioned for the use of removable forms: Where stay-in-place metal forms are permitted, the Contractor is responsible and shall obtain the approval of the Engineer for any changes in design, etc. to accommodate the use of stay-in-place forms. The Engineer will compute pay quantities of the various components of the



structure which are paid on a cubic yard basis from the design dimensions shown on the plans with no allowance for changes in deflection or dimensions necessary to accommodate the stay-in-place forms or concrete to fill the form flutes. The Engineer will limit pay quantities of other Contract items that the Contractor increases to accommodate the use of stay-in-place forms to the quantity required for the original plan design.

Submit all changes in design details of bridge structural members that support stay-in-place forms, showing all revisions necessary to enable the supporting components to withstand any additional weight of the forms and the weight of any extra concrete that may be required to fill the forms. Include with the design calculations a comparative analysis of the stresses in the supporting components as detailed on the Contract plans and as modified to support the forms. Use the identical method of analysis in each case, and do not allow the stresses in the modified components to exceed those of the component as detailed in the Contract plans. Include with the design the adjusted cambers for any changes in deflection over those shown on the original plans. Modify the beams to provide additional strength to compensate for the added dead loads imposed by the use of stay-in-place forms. Obtain the additional strength by adding strands to the pre-stressed beams or by adding steel material to increase the section modulus of steel girders. Substantiate the added strength by the comparative calculations. Do not use stay-in-place forms until the forming system and all necessary design revisions of supporting members have been approved by the Engineer.

Structures designed, detailed, and dimensioned for the use of stay-in-place metal forms:

Prior to using stay-in-place metal forms, submit detailed plans for approval of the forming system (including method of support and attachment) together with design calculations. Include an analysis of the actual unit weight of the proposed forming system over the projected plan area of the metal forms. If the weight thus calculated exceeds the weight allowance for stay-in-place metal forms and concrete required to fill the forms shown on the plans, then modify the supporting components to support the excess weight as specified by the Contractor's Specialty Engineer.

For all structures utilizing structural steel supporting components, paint the vertical sides of the top flange prior to installation of the stay-in-place metal forms in accordance with Section 560.

For non-polymer sheeting form surfaces, use zinc paint coating in accordance with Section 562 to all accessories cut from galvanized sheets, which are not embedded in concrete.

**400-5.7.2 Design:** Meet the following criteria for the design of stay-in-place bridge deck forms:

1. The maximum self weight of the stay in place metal forms, plus the weight of the concrete or expanded polystyrene required to fill the form flutes (where used), shall not exceed 20 psf.
2. Design the forms on the basis of dead load of form, reinforcement, and plastic concrete plus 50 lb/ft<sup>2</sup> for construction loads. Use a unit working stress in the steel sheet of not more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 psi.
3. Do not allow deflection under the weight of the forms, reinforcement, and plastic concrete to exceed 1/180 of the form span or 1/2 inch, whichever is less, for form spans of 10 feet or less, or 1/240 of the form span or 3/4 inch, whichever is less, for form spans

greater than 10 feet. In all cases, do not use a total loading (psf) that is less than 20 plus the product of the deck thickness measured in inches times 12.5.

4. Use a design span of the form equal to the clear span of the form plus 2 inches. Measure the span parallel to the form flutes.

5. Compute physical design properties in accordance with requirements of the AISI Specifications for the Design of Cold Formed Steel Structural Members, latest published edition.

6. For all reinforcement, maintain the design concrete cover required by the plans.

7. Maintain the plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck.

8. Do not consider the permanent bridge deck form as lateral bracing for compression flanges of supporting structural members.

9. Do not use permanent steel bridge deck forms in panels where longitudinal deck construction joints are located between stringers.

10. Secure forms to the supporting members by means other than welding directly to the member.

#### **400-5.7.3 Materials:**

**400-5.7.3.1 Metal Forms:** Fabricate stay-in-place metal forms and supports from steel meeting the requirements of ASTM A 653 having a coating designation G165. Do not use form materials that are less than 0.03 inch uncoated thickness.

**400-5.7.3.2 Polymer Sheeting:** Use polymer sheeting comprised of at least 85% ethylene acrylic acid copolymer capable of being applied to both G165 and G210 steel sheet as described in ASTM A 742. Ensure that the polymer sheeting has a nominal thickness of 12 mils as manufactured and a minimum thickness of 10 mils after lamination to the steel sheet. Ensure that the polymer sheeting remains free of holes, tears and discontinuities and sufficiently flexible to withstand the forming process without any detrimental effects to bond, durability or performance. Ensure that the polymer sheeting is UV stabilized and contains antioxidants.

Ensure that the as-manufactured polymer sheeting (prior to application) has an Oxidative Induction Time (OIT) of 60 to 75 minutes at 170°C in air when tested according to ASTM D 3895. Perform additional OIT tests on samples taken from the finished product (polymer sheeting applied to forms) resulting in a minimum OIT according to ASTM D 3895 of 32 minutes at 170°C in air. Ensure that the polymer sheeting adheres to galvanized metal sufficient to prevent undercutting at penetrations made through the polymer sheeting or metal forms to the satisfaction of the Engineer. Ensure that edges subjected to shear cutting are coated by the form manufacturer with two coats of a compatible liquid coating repair material before delivery to the site. Ensure that steel used to produce polymer laminated metal forms is appropriately cleaned and prepared per NCCA (National Coil Coating Association) standard continuous coil coating practices. Ensure that pretreatment for use in conjunction with the manufacturer's polymer sheeting material is approved as compatible by the polymer sheeting manufacturer. Apply pretreatment in accordance with the polymer sheeting manufacturer's procedures. Apply polymer sheeting in accordance with the manufacturer's recommendations and procedures. Ensure that all steel has the polymer sheeting applied prior to fabrication of the stay-in-place forms and accessories.

Ensure that the screws to be used in the fastening of the stay-in-place laminated metal forms have a corrosion resistant cladding that will not have an adverse effect to the system due to the contact of dissimilar metals.

**400-5.7.3.3 Certification:** Provide a written certification from the manufacturer stating the product meets the requirements of this specification along with the delivery of the coated forms to the jobsite. Ensure that the certification conforms to the requirements of Section 6. Ensure that the manufacturer has a quality control program conforming to ISO 9001:2000 standards.

**400-5.7.3.4 Polystyrene Foam:** Use polystyrene foam comprised of expanded polystyrene manufactured from virgin resin of sufficient density to support the weight of concrete without deformation. Extrude the polystyrene foam to match the geometry of the flutes and provide a snug fit. Use polystyrene foam that has a density of not less than 0.8 lbs/cubic foot. Use polystyrene foam that has water absorption of less than 2.6% when tested according to ASTM C 272. Provide a written certification from the manufacturer stating the product meets the requirements of this Specification along with the delivery of the product.

**400-5.7.4 Construction:** Install all forms in accordance with approved fabrication and erection plans.

Do not rest form sheets directly on the top of the stringer of floor beam flanges. Fasten sheets securely to form supports, and maintain a minimum bearing length of 1 inch at each end for metal forms. Place form supports in direct contact with the flange of the stringer or floor beam. Make all attachments for coated metal forms by bolts, clips, screws, or other approved means.

**400-5.7.4.1 Form Galvanizing Repairs:** For any permanent exposed steel where the galvanized coating has been damaged, thoroughly clean, wire brush, and paint it with two coats of galvanizing compound in accordance with Section 562 to the satisfaction of the Engineer. Do not touch up minor heat discoloration in areas of welds.

**400-5.7.4.2 Polymer Sheeting Repairs:** Inspect and identify areas for damage to the polymer sheeting and repair with liquid polymer coating similar and compatible with respect to durability, adhesion and appearance in accordance with ASTM A 762, as furnished by the stay-in-place form manufacturer. Ensure that the inspection includes checking the polymer sheeting for cuts, tears, cracking, surface pits, peeling, dirt, grease, oil, stains, rust or bare areas. Reject any panels that show coating blistering, peeling or cracking. Repair all polymer sheeting damage according to the following:

a. Surface Preparation: Ensure that all surfaces to be repaired are clean and free of any deleterious substances. Remove all traces of dirt, soil, oil deposits, greases, and other surface contaminants in accordance with the polymer sheeting and coating manufacturer's written specifications prior to touch-up and recoating.

b. Application Procedures: Ensure that the liquid polymer repair coating is applied to a clean dry surface and in accordance with the manufacturer's written specifications. Apply the repair coating using a suitable paintbrush or other means acceptable to the Engineer. Apply a first coat of product to the surface at 2-4 mils in thickness. Let the first coat air dry. Apply a second coat to form a complete layer and increase the thickness, immediately after verifying the first coat is dry to the touch (15 - 25 minutes depending on the local air drying temperature and atmospheric conditions). Apply the second coat at the same coating thickness as the first at 2-4 mils. Ensure that the total dry film thickness of the two coats

is not less than 6 mils. Apply additional coats in this same manner until desired coating thickness is achieved.

**400-5.7.5 Placing of Concrete:** Vibrate concrete to avoid honeycomb and voids, especially at construction joints, expansion joints, valleys and ends of form sheets. Use approved pouring sequences. Do not use calcium chloride or any other admixture containing chloride salts in the concrete.

**400-5.7.6 Inspection:** The Engineer will observe the Contractor's method of construction during all phases of the construction of the bridge deck slab, including the installation of the metal form system; location and fastening of the reinforcement; composition of concrete items; mixing procedures, concrete placement, and vibration; and finishing of the bridge deck. Should the Engineer determine that the procedures used during the placement of the concrete warrant inspection of the underside of the deck, remove at least one section of the metal forms in each span for this purpose. Do this as soon after placing the concrete as practicable in order to provide visual evidence that the concrete mix and the procedures are obtaining the desired results. Remove an additional section in any span if the Engineer determines that there has been any change in the concrete mix or in the procedures warranting additional inspection.

If, in the Engineer's judgment, inspection is needed to check for defects in the bottom of the deck or to verify soundness, sound the metal forms with a hammer as directed by the Engineer after the deck concrete has been in place a minimum of two days. If sounding discloses areas of doubtful soundness to the Engineer, remove the metal forms from such areas for visual inspection after the concrete has attained adequate strength. Remove metal bridge deck forms at no expense to the Department.

At locations where sections of the metal forms have been removed, the Engineer will not require the Contractor to replace the metal forms. Repair the adjacent metal forms and supports to present a neat appearance and to ensure their satisfactory retention and where they are polymer sheeted, coat all exposed surfaces of stay-in-place metal form system elements that are not coated or are damaged with a field applied liquid polymer coating as specified in 400-5.7.4.2. As soon as the form is removed, the Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects. If irregularities are found, and the Engineer determines that these irregularities do not justify rejection of the work, repair the concrete as directed, and provide a General Surface Finish in accordance with 400-15. If the Engineer determines that the concrete where the form is removed is unsatisfactory, remove additional metal forms as necessary to inspect and repair the slab, and modify the method of construction as required to obtain satisfactory concrete in the slab. Remove and replace all unsatisfactory concrete as directed, at no expense to the Department.

If the method of construction and the results of the inspections as outlined above indicate that sound concrete has been obtained throughout the slabs, the amount of sounding and form removal may be reduced when approved by the Engineer.

Corrosion of assembly screws will not be considered a structural or aesthetic problem and is considered acceptable.

Provide the facilities for the safe and convenient conduct of the inspection procedures.

#### **400-5.8 Stay-In-Place Concrete Forms:**

**400-5.8.1 General:** Permanent stay-in-place precast reinforced concrete forms may be used in lieu of removable forms to form concrete bridge deck slabs subject to the conditions contained herein. Precast reinforced concrete stay-in-place forms are not permitted to

construct a composite concrete deck. Do not use precast prestressed concrete stay-in-place forms to form any permanent bridge decks.

When detailed plans for structures are dimensioned for the use of removable forms, provide additional slab thickness, elevation changes, changes in design, etc. to accommodate the use of stay-in-place forms, subject to the Engineer's approval. The Engineer will compute pay quantities of the various component members of the structure which are paid on a cubic yard basis from the design dimensions shown on the plans with no allowance for changes in deflection and changes in dimensions necessary to accommodate the stay-in-place forms. The Engineer will limit pay quantities of other Contract items which are increased to accommodate the use of stay-in-place forms to the quantity required for the original plan design.

Prior to using stay-in-place forms, submit for approval detailed plans of the forming system and design calculations. Indicate on the plans the form panel sizes, placing patterns, type of mastic or felt bearing material and type and method of caulking between panels. Also, submit appropriate changes in design details of structural members supporting stay-in-place forms showing any revisions necessary to enable the supporting components to withstand the additional weight of the forms and perform equally as contemplated in the plans. All calculations and details submitted shall be sealed by the Contractor's Engineer of Record. Modify the beams to provide additional strength to compensate for the added dead loads imposed by the use of stay-in-place forms. Obtain this strength by adding additional strands to prestressed girders or increasing the section modulus for steel girders. Do not use stay-in-place forms until the forming system and any necessary design revisions of supporting structural members have been approved by the Engineer. The Department is not responsible for the performance of the stay-in-place forms by its approval.

**400-5.8.2 Materials:** Construct permanent concrete forms of precast reinforced concrete with a Class 3 Surface Finish. As a minimum, use the same class of concrete and 28-day minimum compressive strength as being used to construct the bridge deck. Use welded steel wire reinforcement meeting the requirements of Section 931.

**400-5.8.3 Design:** Use the following criteria for the design of permanent bridge deck forms:

(1) Design the forms on the basis of deadload of form, reinforcement, and plastic concrete plus an unfactored live load of 50 psf for construction loads. Meet the AASHTO design requirements for service loads and ultimate loads as applicable.

(2) Deflection under the weight of the forms, reinforcement, and the plastic concrete shall not exceed 1/180 of the form span or 1/2 inch, whichever is less. In all cases, do not use a loading that is less than 120 psf total.

(3) Use a design span of the form equal to the clear span of the form between supports. Measure the span of concrete forms parallel to the centerline of the form panels.

(4) Compute physical design properties of concrete forms in accordance with current AASHTO design procedures.

(5) Ensure that all steel reinforcement contained in the cast-in-place concrete has the minimum cover shown on the plans or not less than 1 inch, whichever is greater. Measure the minimum cover normal to the plane of the bottom of the cast-in-place concrete. For stay-in-place concrete forms with other than plane surfaces in contact with the cast-in-place concrete, such as regularly spaced geometrical shapes projecting above the plane of the bottom of the cast-in-place concrete, meet the following special requirements:

(a) Space geometrical shapes projecting above the bottom plane of the cast-in-place concrete used to provide support for reinforcement no closer than 3 feet apart and of sufficient height to maintain the required concrete cover on the bottom mat of reinforcing steel.

(b) Construct all other geometrical shapes projecting above the plane of the bottom of the cast-in-place concrete to provide a minimum vertical clearance of 3/4 inch between the closest surface of the projections and the secondary longitudinal reinforcing steel in the deck slab.

(c) Do not allow a minimum horizontal distance from the surface of any transverse reinforcing steel to surfaces of the stay-in-place form of less than 1 1/2 inches.

For all steel reinforcement for the stay-in-place form panels, provide a minimum of 1 inch concrete cover except that, for construction in a salt or other corrosive environment, provide a minimum of 1 1/2 inches concrete cover.

(6) Maintain the plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck. Measure the minimum cover of the bottom mat of steel normal to the top of the precast concrete form panel.

(7) Do not consider the permanent bridge deck form as lateral bracing for compression flanges of supporting structural members.

(8) Do not use permanent concrete bridge deck forms in panels where longitudinal deck construction joints are located between stringers.

(9) Do not allow the maximum weight of the concrete form to exceed 40 lb/ft<sup>2</sup> of form surface.

**400-5.8.4 Construction:** Install all forms in accordance with approved fabrication and erection plans.

For concrete forms, provide a minimum bearing length of at least 1 1/2 inches but not exceeding 2 1/2 inches. Support concrete forms on the beams or girders by continuous layers of an approved mastic or felt bearing material that will provide a mortar tight uniform bearing. Use a mastic or felt bearing material that has a minimum width of 1 inch and a maximum width of 1 1/2 inches. Seal joints between concrete form panels with caulking, tape, or other approved method.

**400-5.8.5 Placing of Concrete:** Place the concrete in accordance with the requirements of 400-5.7.5. Immediately prior to placing the slab concrete, saturate concrete stay-in-place form panels with water.

**400-5.8.6 Inspection:** Inspect the concrete in accordance with the requirements of 400-5.7.6.

After the deck concrete has been in place for a minimum period of two days, inspect the forms for cracks and excessive form deflection, and test for soundness and bonding of the forms by sounding with a hammer as directed by the Engineer. Remove, for visual inspection, form panels found to be cracked that show evidence of leakage and form panels which have a deflection greater than adjacent panels by 1/2 inch or more which show signs of leakage. If sounding discloses areas of doubtful soundness to the Engineer, remove the form panels from such areas for visual inspection after the concrete has attained adequate strength. Remove permanent bridge deck form panels at no expense to the Department.

At locations where sections of the forms have been removed, the Engineer will not require the forms to be replaced. Repair the adjacent forms and supports to present a neat appearance and to ensure their satisfactory retention. As soon as the form is removed, the

Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects. If irregularities are found, and the Engineer determines that these irregularities do not justify rejection of the work, repair the concrete as directed and provide a General Surface Finish in accordance with 400-15. If the concrete where the form is removed is unsatisfactory, as determined by the Engineer, additional forms shall be removed as necessary to inspect and repair the slab, and modify the methods of construction as required to obtain satisfactory concrete in the slab. Remove and replace all unsatisfactory concrete as directed at no expense to the Department.

If the methods of construction and the results of the inspections as outlined above indicate that the Contractor has obtained sound concrete throughout the slabs, the Contractor may moderate the amount of sounding and form removal, when approved.

Provide all facilities for the safe and convenient conduct of the inspection procedures.

#### **400-6 Underdrain and Weep Holes.**

Provide weep holes in all abutments and retaining walls.

Provide a continuous underdrain for box culverts in accordance with Design Standard Index No. 289. Provide weep holes that are at least 3 inches in diameter and not more than 10 feet apart. Place the outlet ends of the weep holes just above the ground line in front of abutments and retaining walls. Cover the exterior openings of all weep holes with galvanized wire mesh and a minimum of 2 cubic feet of clean, broken stone or gravel wrapped in Type D 3 filter fabric, to allow free drainage but prevent the fill from washing through.

#### **400-7 Placing Concrete.**

##### **400-7.1 Weather Restrictions:**

**400-7.1.1 Concreting in Cold Weather:** Do not place concrete when the air temperature at placement is below 45°F.

Meet the air temperature requirements for mixing and placing concrete in cold weather as specified in Section 346. During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete.

Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Department.

**400-7.1.2 Concreting in Hot Weather:** Meet the temperature requirements and special measures for mixing and placing concrete in hot weather as specified in Section 346.

When the temperature of the concrete as placed exceeds 75°F, incorporate in the concrete mix a water-reducing retarder or water reducer if allowed by Section 346.

Spray reinforcing steel and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks connected with the placing and curing of concrete.

Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Department.

**400-7.1.3 Wind Velocity Restrictions:** Do not place concrete for bridge decks if the forecast of average wind velocity at any time during the planned hours of concrete placement exceeds 15 mph. Obtain weather forecasts from the National Weather Service “Hourly Weather Graph” for the city closest to the project site.

**400-7.2 Lighting Requirements:** Provide adequate lighting for all concrete operations conducted at night. Obtain approval of the lighting system prior to starting the concrete operations.

**400-7.3 Inspections before Placing Concrete:** Do not place concrete until the depth and character of the foundation and the adequacy of the forms and falsework have been approved by the Engineer. Do not deposit any concrete until all reinforcement is in place and has been inspected and approved by the Engineer.

**400-7.4 Exposure to Water:** Do not expose concrete other than seal concrete in cofferdams to the action of water before final setting. Do not expose such concrete to the action of salt or brackish water for a period of seven days after placing the concrete. Protect the concrete during this period by keeping salt or brackish water pumped out of cofferdams.

**400-7.5 General Requirements for Placing Concrete:** Do not place any concrete prior to approval of the Contractors quality control plan in accordance with 105-3. Deposit concrete as nearly as possible in its final position. Do not deposit large quantities at one point and then run or work it along the forms. Take special care to fill each part of the forms, to work coarse aggregate back from the face, and to force concrete under and around reinforcing bars without displacing them.

Use a method and manner of placing concrete that avoids the possibility of segregation or separation of aggregates. If the Engineer determines that the quality of concrete as it reaches its final position is unsatisfactory, remove it and discontinue or adjust the method of placing until the Engineer determines that the quality of the concrete as placed is satisfactory.

Use metal or metal-lined open troughs or chutes with no aluminum parts in contact with the concrete. As an exception, chutes made of aluminum with a protective coating for ready mixed concrete trucks, no longer than 20 feet, may be used. This exception does not apply to any other means of concrete conveyance. Where steep slopes are required, use chutes that are equipped with baffles or are in short lengths that reverse the direction of movement. Where placing operations would involve dropping the concrete freely more than 5 feet, deposit it through pipes, troughs, or chutes of sheet metal or other approved material. Use troughs, chutes, or pipes with a combined length of more than 30 feet only with the Department’s authorization. Keep all troughs, chutes, and pipes clean and free from coatings of hardened concrete by thoroughly flushing them with water after each run or more often if necessary.

Place concrete against supporting material that is moist at the time of concrete placement. If additional water is required, uniformly apply it ahead of the concrete placement as directed by the Engineer. Do not place concrete on supporting material that is frozen. The Contractor may use a moisture barrier in lieu of controlling the foundation grade moisture when approved by the Engineer.

**400-7.6 Placing Concrete by Belt Conveyor:** Place concrete by means of a belt conveyor system with written Department authorization. Remove conveyor belt systems which produce unsatisfactory results before continuing operations. Take concrete samples for assurance testing at the discharge end of the belt conveyor system. Make available to the Engineer the necessary platform to provide a safe and suitable place for sampling and testing. Remove any



concrete placed in an unsatisfactory manner at no expense to the Department before continuing operations.

Use conveyor belt systems that do not exceed a total length of 550 feet, measured from end to end of the total assembly. Arrange the belt assembly so that each section discharges into a vertical hopper arrangement to the next section. To keep segregation to a minimum, situate scrapers over the hopper of each section to remove mortar adhering to the belt and to deposit it into the hopper. Equip the discharge end of the conveyor belt system with a hopper and a chute or suitable deflectors to cause the concrete to drop vertically to the deposit area.

In order to avoid delays due to breakdowns, provide stand-by equipment with an alternate power source prior to the beginning of the placement.

After the beginning of the placement, direct the discharge from the belt conveyor so that the concrete always falls on freshly placed concrete.

**400-7.7 Placing Concrete by Pumping:** In general, use concrete pumping equipment that is suitable in kind and adequate in capacity for the work proposed. Use a pump discharge line that has a minimum diameter of 4 inches. Use a pump and discharge lines that are constructed so that no aluminum surfaces are in contact with the concrete being pumped. Operate the pump to produce a continuous stream of concrete, without air pockets. When using cement slurry or similar material to lubricate the discharge line when pumping begins, collect such material at the point of discharge. Dispose of the collected slurry in areas provided by the Contractor. Control the pump discharge locations so that the placement locations of the various LOTs of concrete represented by strength test cylinders can be identified in the event the test cylinders indicate deficient strength. When concrete is placed by pumping, take all test samples of concrete at the end of the discharge line, except in accordance with the provisions of Section 346.

**400-7.8 Consolidation:** Consolidate the concrete by continuous working with a suitable tool in an acceptable manner, or by vibrating as set forth in 400-7.11. When not using vibrators, thoroughly work and compact all thin-section work with a steel slicing rod. Spade all faces, and flush the mortar to the surface by continuously working with a concrete spading implement.

**400-7.9 Obstructions:** In cases where, because of obstructions, difficulty is encountered in puddling the concrete adjacent to the forms, bring the mortar content of the mix into contact with the interior surfaces by vibrating the forms. Produce the vibrations by striking the outside surfaces of the forms with wooden mallets or by other satisfactory means. In placing concrete around steel shapes place it only on one side of the shape until it flushes up over the bottom flange of the shape on the opposite side, after which place it on both sides to completion. After the concrete has taken its initial set, exercise care to avoid jarring the forms or placing any strain on the ends of projecting reinforcing bars.

**400-7.10 Requirements for Successive Layers:** Generally, place concrete in continuous horizontal layers, approximately 12 inches thick. To avoid obtaining a plane of separation between batches, do not allow the time before placing the next successive layer to exceed 20 minutes, unless the Engineer determines that adequate fluidity exists in the underlying layer. Generally, leave each layer of concrete unfinished to secure efficient bonding with the overlying layer. To minimize the visibility of joints on exposed faces, finish the top surface of the concrete immediately adjacent to the forms of the exposed face, smoothing with a plaster mason's trowel. Where required, use inset form work to eliminate featheredges and to obtain concrete layers with a minimum thickness of 6 inches. Conduct the operation of depositing and consolidating the concrete so as to form a dense, impervious mass of uniform texture with smooth faces on

exposed surfaces. Remove, dispose of, and replace defective concrete as directed by the Engineer and at no expense to the Department.

**400-7.11 Vibration of Concrete:**

**400-7.11.1 General:** Consolidate all concrete except seal, steel pile jackets, and concrete for incidental construction by the use of mechanical vibrators.

**400-7.11.2 Vibrators:** Provide adequate vibrators on the project that are approved by the Engineer before beginning concrete work. Generally, provide vibrators of the internal type. For thin sections, where the forms are especially designed to resist vibration, the Contractor may use external vibrators. Use a vibrator with a minimum frequency of 4,500 impulses per minute with sufficient intensity and duration to cause complete consolidation of the concrete without causing segregation of the materials. For vibrating thin, heavily reinforced sections, use heads of such size to secure proper vibration of the concrete without disturbance of either the reinforcing steel or the forms.

**400-7.11.3 Number of Vibrators Required:** Use a sufficient number of vibrators to secure the compaction of each batch before the next batch is delivered, without delaying the delivery. In order to avoid delays due to breakdowns, provide at least one stand-by vibrator, with an appropriate power source.

**400-7.11.4 Method of Vibration:** Use vibrators to consolidate properly placed concrete. Do not use them to move concrete about in the forms. Insert the vibrators in the surface of concrete at points spaced to ensure uniform vibration of the entire mass of the concrete. Insert the vibrator at points that are no further apart than the radius over which the vibrator is visibly effective. Allow the vibrator to sink into the concrete by its own weight, and allow it to penetrate into the underlying layer sufficiently so that the two layers are thoroughly consolidated together. After thoroughly consolidating the concrete, withdraw the vibrator slowly to avoid formation of holes.

**400-7.11.5 Hand Spading:** When necessary in order to secure well-filled forms, free from aggregate pockets, honeycomb, bubbles, etc., spade the concrete by hand, along the surfaces of the forms and in all corners, following the vibration.

**400-7.12 Columns:** Place concrete in columns in one continuous operation for each lift as shown in the plans.

**400-7.13 Slabs and Bridge Decks:**

**400-7.13.1 Bulkheads, Screed Rails, and Screeding Devices:** Strike-off the concrete using an approved metal screed operating on rails or bulkheads. Use devices which do not contain aluminum parts. Prior to placing concrete, provide an approved screed capable of striking-off and screeding the surface of the slab or deck to the required shape. Set all necessary bulkheads and screed rails to the required grade. Use bulkheads, screed rails, and screeding devices that permit vertical profile adjustment to the grade, satisfactory for providing straight transverse slopes, differing transverse slopes broken as shown in the plans and/or transverse slopes with changing grade along the longitudinal length of slab or deck. Locate the screed rails so the entire placement surface can be screeded to grade without using intermediate screed rails, unless approved otherwise by the Engineer.

Use a screed consisting of a truss or heavy beams that will retain its shape under all working conditions, and a set of rotating drums with a diameter sufficient to carry a 2 inch mortar roll in front of and parallel to the axis of the drums, while making an initial pass. Adjust the drums to prevent mortar buildup forming behind the trailing edges of the drums. For long bridges, as defined in 400-15.2.5.1, provide a device that automatically smoothes the

concrete surface to an untextured finish and that is attached to, and is moved by, the rolling drum screed. As an alternate to the drum type screed, a mechanical screed with a metal strike-off may be used. Equip the mechanical screed with mechanical vibrators to provide continuous uniform vibration to the entire length unless otherwise authorized by the Engineer. Small and irregularly shaped areas that cannot be mechanically screeded may be screeded in a manner approved by the Engineer.

**400-7.13.2 Screed Demonstration:** Subsequent to the placement of all reinforcing steel and prior to placing any slab or deck concrete, demonstrate that the proposed equipment and methods can finish the concrete to the specified grades while maintaining the specified cover over the reinforcement. Provide the demonstration over the entire length and width of the spans to be placed.

**400-7.13.3 Screeding Operations:** Perform concrete placement and screeding as independently controlled mechanical operations. Ensure that the passing of the screed and forward movement of the screeding equipment are independent of the movement of concrete placement equipment.

Level the concrete in front of the screed as near to the finished grade as possible to prevent the screed from rising off the rail and forming uneven ridges behind the screed. Pass the screed over the slab or deck as many times as necessary to obtain a satisfactory surface and provide a concrete surface true to grade and crown, and free of irregularities.

Do not add water to the concrete surface to assist in finishing operations unless specifically authorized by the Engineer. If the Engineer permits the addition of water, apply only a fog mist, above the concrete surface, by means of approved power driven spray equipment.

For long bridges, as defined in 400-15.2.5.1, do not manually or mechanically float the concrete surface or apply a texture by broom or any other device to the concrete surface produced by the screeding process. Correct isolated surface irregularities in accordance with 400-15.2.5.3.

**400-7.13.4 Placing Operations:** Select an approved concrete design mix which ensures complete placement of all slab or deck concrete between construction joints before initial set begins in the plastic concrete. On placements of 50 yd<sup>3</sup> or less, the minimum placement rate is 20 yd<sup>3</sup>/h. On placements of greater than 50 yd<sup>3</sup>, the minimum placement rate is 30 yd<sup>3</sup>/h.

The Engineer will not permit slab or deck placements until an acceptable plan for meeting the minimum placement rate is approved.

**400-7.13.5 Concrete Decks on Steel Spans:** Where concrete decks are placed on steel spans, release the temporary supports under the bridge before placing any concrete.

**400-7.13.6 Concrete Decks on T-Beams:** For cast-in-place T-beam construction, cast the slabs and beams in one continuous operation. As an exception, where special shear anchorage or keys are provided for in the plans or approved by the Engineer, the beams and slabs may be constructed in successive placements.

**400-7.13.7 Diaphragms:** Place concrete diaphragms at least 48 hours before the bridge deck slabs are placed unless otherwise indicated in the plans.

**400-7.13.8 Weather Protection:** Provide an approved means of protecting unhardened concrete from rain. Position the protection system to shield the concrete from rain and running water. Provide a shield impervious to water over the slab or deck concrete, of sufficient size to protect all areas of slab or deck concrete subject to water damage, and include a means of intercepting and diverting water away from freshly placed concrete. Arrange the

equipment so that the weather protection system can be erected over unhardened concrete. When there is a possibility of rain during concrete placement operations, place the weather protection system in stand-by readiness, capable of being deployed in a timely manner. Use the weather protection immediately when rain begins so that slab or deck concrete damage will not occur. Do not place concrete during rain.

Assume responsibility for damage to the slab or deck in the case of failure of the weather protection system.

Describe the weather protection materials and methods in the Contractor's quality control plan.

**400-7.14 Concrete Box Culverts:** In general, place the base slab or footing of concrete box culverts, and allow them to set before constructing the remainder of the culvert. In this case, make suitable provision for longitudinal keys. Construct bottom slabs, footings, and apron walls as a monolith if practicable. Where transverse construction joints are necessary, place them at right angles to the culvert barrel, and make suitable provision for keys.

In the construction of box culverts having walls 6 feet or less in height, the sidewalls and top slab may be constructed as a monolith or may place the concrete in the walls and allow it to set before placing the top slab concrete.

Where the height of the box culvert walls exceed 6 feet, place the walls, and allow the concrete to set at least 12 hours before placing the top slab concrete. In such cases, form keys in the sidewalls.

When casting the walls and top slabs of box culverts as a monolith, ensure that any necessary construction joints are vertical. Design all construction joints with formed keys. Provide keys that are beveled as shown in the plans or as directed, but do not allow the edge of the beveled material forming the key to be less than 1 1/2 inches from the edge of the concrete.

Construct each wingwall, if possible, as a monolith. Ensure that construction joints, where unavoidable, are horizontal and so located that no joints will be visible in the exposed face of the wing above the ground line.

Precast box culvert sections may be used in lieu of cast-in-place box culvert construction provided the provisions in Section 410 are satisfied.

#### **400-8 Seals.**

**400-8.1 General:** Wherever practicable, dewater all foundation excavations, and deposit the concrete in the dry as defined in 455-15.2. Where conditions are encountered which render it impracticable to dewater the foundation before placing concrete, the Engineer may authorize the construction of a concrete foundation seal of the required size. Then, dewater the foundation, and place the balance of the concrete in the dry.

When required to place seal concrete, the Contractor is responsible for the satisfactory performance of the seal in providing a watertight excavation for placing structural concrete. The Department will provide and pay for the seal concrete as an aid to the construction of the structure. Repair seal concrete as necessary to perform its required function at no expense to the Department.

**400-8.2 Method of Placing:** Carefully place concrete deposited under water in the space in which it is to remain by means of a tremie, a closed-bottom dump bucket of not less than 1 yd<sup>3</sup> capacity, or other approved method. Do not disturb the concrete after depositing it. Deposit all seal concrete in one continuous placement. Do not place any concrete in running water, and ensure that all form work designed to retain concrete under water is watertight.

**400-8.3 Use of Tremie:** Use a tremie consisting of a tube having a minimum inside diameter of 10 inches, constructed in sections having water-tight joints. Do not allow any aluminum parts to have contact with the concrete. Ensure that the discharge end is entirely seated at all times, and keep the tremie tube full to the bottom of the hopper. When dumping a batch into the hopper, keep the tremie slightly raised (but not out of the concrete at the bottom) until the batch discharges to the bottom of the hopper. Stop the flow by lowering the tremie. Support the tremie such as to permit the free movement of the discharge end over the entire top surface of the work and to permit its being lowered rapidly when necessary to choke off or retard the flow. Provide a continuous, uninterrupted flow until completing the work. Exercise special care to maintain still water at the point of deposit.

**400-8.4 Time of Beginning Pumping:** Do not commence pumping to dewater a sealed cofferdam until the seal has set sufficiently to withstand the hydrostatic pressure, and in no case earlier than 72 hours after placement of the concrete.

#### **400-9 Construction Joints.**

**400-9.1 Location:** Make construction joints only at locations shown in the plans or in the placement schedule, unless otherwise approved in writing. If not detailed in the plans or placement schedule, or in case of emergency, place construction joints as directed.

**400-9.2 Provisions for Bond and Transmission of Shear:** Use shear key reinforcement where necessary to transmit shear or to bond the two sections together.

**400-9.3 Preparations of Surfaces:** Before depositing new concrete on or against concrete which has hardened, re-tighten the forms. Roughen the surface of the hardened concrete in a manner that will not leave loosened particles, aggregate, or damaged concrete at the surface. Thoroughly clean the surface of foreign matter and laitance, and saturate it with water.

**400-9.4 Placing Concrete:** Continuously place concrete from joint to joint. Carefully finish the face edges of all joints which are exposed to view true to line and elevation.

**400-9.5 Joints in Sea Water or Brackish Water:** For concrete placed in sea water or brackish water, do not place any construction joints between points 2 feet below the mean low water elevation and 6 feet above the mean high water elevation.

**400-9.6 Joints in Long Box Culverts:** For long concrete box culverts, vertical construction joints may be placed at a spacing not less than 30 feet. When using transverse construction joints, ensure that longitudinal reinforcing steel is continuous through the joint and that the joint is vertical.

**400-9.7 Crack Control Grooves in Concrete Bridge Decks:** When the plans require crack control grooves in the top surface of decks, either install a tooled "V" groove prior to initial concrete set or saw a groove using an early entry dry cut saw. When using an early entry dry cut saw, operate in accordance with the manufacturer's recommendations. Commence sawing as soon as the concrete has hardened enough to permit standing on the surface without leaving visible tracks or impressions and before uncontrolled concrete cracks occur.

#### **400-10 Expansion Joints.**

**400-10.1 General:** After meeting the smoothness criteria in 400-15, construct expansion joints to permit absolute freedom of movement. Carefully remove all loose or thin shells of mortar likely to cause a spall with movement at a joint from all expansion joints as soon as possible.

**400-10.2 Sealed Joints:** Fill expansion joints with a preformed joint filler. Cut the filler to conform to the cross-section of the structure, and furnish it in as few pieces as practicable,

using only a single piece in each curb section. Do not use small pieces that would tend to come loose. Prepare joints to be sealed and apply the sealer in accordance with approved manufacturer's directions.

**400-10.3 Joint System Installation:** Install expansion joints before or after the deck planing required by 400-15.2.5.5 following the manufacturer's instructions. When installed after deck planing, install the edge rail assemblies in the blockouts on a profile tangent between the ends of the deck and/or approach slab to within a plus 0 and minus 1/4 inch variation.

When installed before deck planing, install the edge rail assemblies 3/8 inch, plus or minus 1/16 inch, below the top surface of the deck or approach slab to compensate for concrete removal during planing.

#### **400-11 Contact and Bearing Surfaces.**

**400-11.1 Separation of Surfaces:** In general, separate all contact surfaces between superstructure and substructure or end walls and between adjacent superstructure sections by a layer of 55 lb roofing felt.

**400-11.2 Finishing of Bearing Surfaces:** Construct bearing surfaces (areas) to the tolerances as specified herein and in the other parts of the Contract Documents. When using neoprene bearing pads, finish the concrete surface to a uniform 'rough' texture using a burlap drag, fine bristle broom or float. For metal or high load rotational bearings, fill minor depressions, 1/8 inch maximum, caused by finishing, bush hammering, or grinding with a low-viscosity epoxy meeting the requirements of 926-1, Type F-2, applied by the use of a squeegee. Bearing surfaces may be ground to final position with carborundum. Check all bearing surfaces with a metallic straightedge prior to setting bearings or neoprene pads.

##### **400-11.2.1 Deviation from Specified Elevations for Steel Beam**

**Superstructures:** Construct to the elevation shown on the plans plus or minus 0.01 feet and do not exceed a 0.01 feet difference between specified elevations of bearing areas of adjacent bearings measured between the centerlines of bearing areas.

##### **400-11.2.2 Deviation from Specified Elevations for Concrete Beam**

**Superstructures:** Construct to the elevation shown on the plans plus or minus 0.02 feet.

**400-11.2.3 Projecting Irregularities:** Projecting irregularities will not exceed 1/16 inch.

**400-11.2.4 Variations in Flatness for Neoprene Pads:** In any direction, the pad is to be flat to within 1/16 inch. Pads designated to be sloped are not to deviate from the theoretical slope by the same amount.

##### **400-11.2.5 Variations in Flatness for Metal or High Load Rotational**

**Bearings:** Construct the bearing area to the tolerance indicated for the measured length along the orthogonal axes.

Bearing area length up to 30 inches long to plus or minus 1/16 inch.

Bearing area length over 30 inches up to 45 inches long to plus or minus 3/32 inch.

Bearing area length over 45 inches long to plus or minus 1/8 inch.

**400-11.3 Bearing Pads:** Use bearing pads for seating bridge shoes, ends of beams, and slabs of the types specified or required in the Plans.

Furnish and install composite neoprene pads as detailed in the Plans. Place neoprene pads, where specified or required, directly on masonry surfaces finished in accordance with the requirements of this Article. Ensure that pads, bearing areas of bridge seats, and metal bearing plates are thoroughly cleaned and free from oil, grease, and other foreign materials.

Exercise care in fabrication of related metal parts to avoid producing conditions detrimental to the performance of the pads, such as uneven bearing, excessive bulging, etc.

The Engineer will evaluate the degree of deformation and condition of bearing pads in the completed bridge on or before the final inspection required by 5-10 or when requested by the Contractor. As directed by the Engineer, correct horizontal bearing pad deformations that at the time of inspection exceed 50% of the bearing pad thickness or that the Engineer predicts will exceed 50% of the bearing pad thickness during future high or low temperature periods. Payment for this correction effort will be considered extra work in accordance with 4-3.

**400-12 Anchor Bolts and Dowels.**

Set anchor bolts and dowels as specified in Section 460.

Galvanize all anchor bolts as specified in Section 962.

**400-13 Epoxy Bonding Compounds.**

Where epoxy bonding compounds for bonding concrete are specified or required, apply the epoxy bonding materials only to clean, dry, structurally sound concrete surfaces. Provide surface preparation, application, and curing of epoxy bonding compound in strict accordance with the manufacturer's recommendations for each particular application. Use an epoxy bonding compound listed on the Department's Qualified Products List.

**400-14 Removal of Forms.**

Use the table below as the criterion for minimum time or compressive strength required before removal of forms or supports.

When using the time period criterion, include in the time period all days except days in which the temperature falls below 40°F.

Use the specified 28-day minimum compressive strength value as stated in 346-3.1 for each Class of Concrete utilized.

Location of Concrete Placement	Minimum Time for Form Removal for any Strength Concrete*	Minimum (%) of 28-day Compressive Strength for Form Removal
(1) Deck slabs, top slabs of culverts and bottom of caps, forms under sidewalks, and safety curb overhangs extending more than 2 feet		
(a) Class II (Bridge Deck)	7 days**	75**
(b) Class II (Other than Bridge Deck)	7 days	75
(c) Class III	7 days	70
(d) Class IV	7 days	60
(e) Class V	7 days	50
(2) Walls, piers, columns, sides of beams and other vertical surfaces	24 hours***	50***
(3) Front face form of curbs	6 hours	70

\* For mass concrete, remove forms in accordance with 346-3.3

\*\* Reference 400-16.4

\*\*\*Do not place additional load on the section until 70% of the specified 28-day concrete strength is attained. Also, refer to 400-7.4.

When using the percent of required strength, cast test cylinders for each mix for compressive strength determination or develop a curing concrete strength versus time curve (S/T Curve) which can be used in lieu of multiple test cylinders to determine when percent of required strength has been met.

Prior to curve use; obtain the Engineer's approval of the S/T Curve and its supporting data. An approved testing laboratory may be used to provide this information with approval of the Engineer. Plot S/T Curves using at least three different elapsed times that begin once test cylinders are cast; however, one of the elapsed times must be prior to the Contractor's intended form removal. Each elapsed time plotted must have a corresponding compressive strength computed by averaging the compressive strength of two test cylinders.

Cure such test cylinders as nearly as practical in the same manner as the concrete in the corresponding structural component, and test them in accordance with ASTM C 39 and ASTM C 31. Perform cylinder casting, curing, and testing at no expense to the Department and under the observation of the Engineer. When the S/T Curve indicates a compressive strength equal to or greater than the percentage of specified strength shown in the table above for form removal, the Contractor may remove the forms. When the ambient air temperature falls 15°F or more below the ambient air temperature that existed during development of a S/T Curve, use a S/T Curve that corresponds to the lower temperature and that is developed in accordance with this section.

Do not remove forms at any time without the consent of the Engineer. Even when the Engineer provides consent to remove the forms, the Contractor is responsible for the work.

#### **400-15 Finishing Concrete.**

**400-15.1 General Surface Finish (Required for All Surfaces):** After placing and consolidating the concrete, strike-off all exposed surfaces to the lines and grades indicated in the plans in a manner that will leave a surface of uniform texture free of undesirable surface irregularities, cavities, and other defects. Cut back metal ties supporting reinforcement, conduit, and other appurtenances a minimum of 1 inch from finished surface. After removing excess mortar and concrete and while the concrete is still in a workable state, carefully tool all construction and expansion joints. Leave joint filler exposed for its full length with clean edges. Ensure that finished work in addition to that specified above is compatible and complementary to the class of surface finish required.

Immediately after removing forms from any exposed concrete surface, remove all fins and irregular projections flush with the surface. Clean, saturate with water, and point all holes, tie cavities, honeycomb, chips and spalls with an approved high-strength, non-metallic, non-shrink grout meeting the requirements of Section 934, mixed and applied in accordance with the manufacturer's recommendations. Exercise care during the roughening process to prevent additional defacement and damage to the formed surface.

In the event unsatisfactory surfaces are obtained, repair these surfaces by methods approved by the Engineer or the affected concrete will be rejected. Repair any surface or remove rejected concrete at no expense to the Department.

#### **400-15.2 Surface Finishes:**

**400-15.2.1 General:** In addition to the general surface work specified for all exposed concrete surfaces, the Engineer may require one of the classes of surface finish listed below. For all such exposed surfaces, begin finish work for the applicable class specified, along with the general finish work, immediately after removal of the forms. In order to further ensure the required quality of the finish, remove forms no later than the minimum time specified for the



forms to remain in place. Satisfactorily repair finished concrete surfaces which are subsequently disfigured or discolored at no expense to the Department.

Provide the required class of surface finish for the various items of structural concrete as shown in the plans.

**400-15.2.2 Class 1 Surface Finish:** As soon as the pointing has sufficiently set, thoroughly saturate the exposed surfaces with water, and rub them with a medium coarse carborundum stone. Continue rubbing until the surface has been ground to a paste and remove all form marks, irregularities, and projections. In this process, do not introduce any additive material other than water. After the rubbing has produced a smooth surface of uniform color, allow the material which has been ground to a paste to reset under proper curing conditions. Subsequently, as a second operation, re-saturate the concrete surfaces with water, and thoroughly rub them with a fine carborundum stone. Continue this rubbing until the surface has a smooth, fine grain texture of uniform color.

The Contractor may substitute a Class 5 applied finish coating in accordance with 400-15.2.6 as an alternate surface finish on all areas where Class 1 surface finish is specified.

**400-15.2.3 Class 2 Surface Finish:** As soon as pointing has sufficiently set, thoroughly saturate the exposed concrete surfaces with water and rub them with a medium coarse carborundum stone. Continue rubbing until the surface has been ground to a paste and remove all form marks, irregularities, and projections. In this process, do not introduce any additive material other than water.

After rubbing has produced a smooth surface finish, of uniform color, carefully brush the material which has been ground to a paste to a uniform texture, and allow it to reset under proper curing conditions. Carefully protect these surfaces from disfigurement and discoloration during subsequent construction operations.

**400-15.2.4 Class 3 Surface Finish:** Where this surface finish is specified, use metal forms or timber forms with a form liner. Where specified or required on the plans, use No. 89 coarse aggregate for concrete.

After concrete has been placed in the forms and compacted, finish all exposed surfaces which are not contained by the forms to produce a surface texture as nearly equal to that produced by the form as practicable. Generally, finish unformed surfaces to a smooth, dense surface with a steel trowel.

Perform all work, including general surface finish work, in a manner that will preserve the same surface texture and color produced by the form. Pointed areas may be rubbed with a dry carborundum stone.

**400-15.2.5 Class 4 Deck Finish:**

**400-15.2.5.1 General:** Apply a Class 4 finish on bridge decks and concrete approach slabs. On Short Bridges (bridges having a length less than or equal to 100 ft), and on Miscellaneous Bridges (Pedestrian, Trail and Movable Spans) regardless of length, meet the finish and smoothness requirements of 400-15.2.5.2 and 400-15.2.5.4. On Long Bridges (bridges having a length greater than 100 ft) meet the finish and smoothness requirements of 400-15.2.5.3 and 400-15.2.5.5. When an existing bridge deck is widened, see the plans for the finish and smoothness requirements of the existing bridge deck and its new widened section. After meeting the screeding requirements of 400-7.13 and curing requirements of 400-16 and the smoothness requirements, herein, groove the bridge deck and approach slabs.

Regardless of bridge length, finish decks with less than 2 1/2 inches of top cover in accordance with the requirements for Short Bridges.

#### **400-15.2.5.2 Plastic Surface Finish for Short and Miscellaneous**

**Bridges:** After screeding is completed, check the surface of the plastic concrete with a 10 foot straightedge, positioning and half-lapping the straightedge parallel to the centerline to cover the entire surface. Immediately correct deficiencies of more than 1/8 inch, measured as an ordinate between the surface and the straightedge.

Finish the concrete surface to a uniform texture using a burlap drag, fine bristle broom or float. Finish the deck to a smooth surface having a sandy texture without blemishes, marks or scratches deeper than 1/16 inch.

**400-15.2.5.3 Plastic Surface Finish for Long Bridges:** Do not moisten, manually float or apply texture to the concrete surface after the screed, with attached smoothing device, has passed unless correction of isolated surface irregularities is warranted and this should be done as soon as possible after screeding while the concrete is plastic. Correct all flaws such as cavities, blemishes, marks, or scratches that will not be removed by planing.

If the Engineer permits the addition of water when correcting flaws, apply moisture to the concrete surface only if required and only in the immediate vicinity of the isolated irregularity. Apply a quantity of moisture not greater than what is needed to facilitate correction of the irregularity and apply only a fog mist, above the concrete surface, by power driven spray equipment approved by the Engineer.

**400-15.2.5.4 Smoothness Requirements for Short Bridges and Miscellaneous Bridges (including approach slabs):** Perform a final straightedge check with a 10 foot straightedge, positioning and half-lapping the straightedge parallel to the centerline, approximately 5 feet apart to cover the entire surface. Correct all irregularities greater than 3/16 inch measured as an ordinate to the straightedge, by grinding. Perform grinding by the abrasive method using hand or power tools or by machine, to leave a smooth surface within a 1/8 inch tolerance.

**400-15.2.5.5 Smoothness Evaluation and Concrete Surface Planing, Long Bridges (including approach slabs):** Prior to planing, provide a smoothness evaluation of the completed bridge deck and exposed concrete surfaces of approach slabs by a computerized Cox California-type profilograph in accordance with the criteria herein and FM 5-558E. Furnish this evaluation through an independent provider approved by the Engineer, using equipment calibrated by the Engineer. All bridge deck and concrete approach slab surfaces to within 2 feet of gutter lines are subject to this smoothness evaluation.

Prior to initial profilograph testing, complete work on the bridge deck and approach slabs. Thoroughly clean and clear the bridge deck and approach slab areas to be evaluated for smoothness of all obstructions and provide the smoothness evaluation. Ensure that no radio transmissions or other activities that might disrupt the automated profilograph equipment are allowed during the evaluation.

Average the Profile Index Value for the bridge deck, including the exposed concrete surfaces of the approach slabs, for the left and right wheel path of each lane. The maximum allowable Profile Index Value for acceptable smoothness is 10 inches per mile utilizing the 0.2 inch blanking band. Apply these criteria to a minimum of 100 feet of each lane. Additionally, correct individual bumps or depressions exceeding a cutoff height of 0.3 inch from a chord of 25 feet (see ASTM E-1274) on the profilograph trace. Ensure that the surface meets a 1/4 inch in 10 feet straightedge check made transversely across the deck and approach slabs if

determined necessary by the Engineer. Provide additional profilograph testing as necessary following longitudinal planing and any other actions taken to improve smoothness, until a profile meeting the acceptance criteria is obtained.

Regardless of whether expansion joints are installed before or after deck planing is complete, plane off the concrete deck surface to a minimum depth of 1/4 inch and also meet or exceed the profilograph smoothness criteria. Longitudinally plane the entire bridge deck and exposed concrete surfaces of the approach slabs using a self-propelled planing machine with gang mounted diamond saw cutting blades specifically designed for such work. Use the profilograph generated smoothness data, to establish the optimum planing machine settings. Plane the deck surface to within 2 feet of the gutter line so that there is a smooth transition, without vertical faces or sudden surface discontinuities, from the fully planed surface to the unplaned surface. Use a machine with a minimum wheel base length of 15 feet, constructed and operated in such manner that it does not cause strain or damage to deck or approach slab surfaces, excessive ravels, aggregate fractures or spalling. The equipment shall be approved by the Engineer. Perform longitudinal planing parallel to the roadway centerline, and provide a consistent, textured surface. Clean the surface of all slurry/debris generated during this work concurrently with operation of the machine.

After the deck has been planed the minimum 1/4 inch, reevaluate the surface smoothness using the profilograph testing described above. Perform cycles of planing and profilograph retesting as necessary until the deck and exposed concrete surfaces of approach slabs are in compliance with the smoothness criteria but do not exceed the maximum concrete removal depth of 1/2 inch.

**400-15.2.5.6 Grooving:** After the concrete surface profile, as required by 400-15.2.5, has been accepted by the Engineer, and prior to opening the bridge to traffic, groove the bridge deck and approach slabs perpendicular to the centerline of the structure. Do not groove the deck surface of pedestrian or trail bridges unless otherwise shown in the Contract Documents. Cut grooves into the hardened concrete using a mechanical saw device which will leave grooves nominally 1/8 inch wide and 3/16 inch deep. Space the grooves apart in random spacing center of grooves in the following sequence: 3/4 inch, 1-1/8 inch, 5/8 inch, 1 inch, 5/8 inch, 1-1/8 inch, 3/4 inch in 6 inch repetitions across the width to be grooved in one pass of the mechanical saw device. One 6 inch sequence may be adjusted by 1/4 sequence increments to accommodate various cutting head widths provided the general pattern is carried out. The tolerance for the width of the grooves is plus 1/16 inch to minus 0 inch and the tolerance for the depth of grooves is plus or minus 1/16 inch. The tolerance for the spacing of the grooves is plus or minus 1/16 inch.

Cut grooves continuously across the deck or approach slab to within 18 inches of gutter lines at barrier rail, curb line and median divider. At skewed metal expansion joints in bridge deck surfaces, adjust groove cutting by using narrow width cutting heads so that all grooves of the bridge deck surface or approach slab surface end within 6 inches, measured normal to centerline of the joint, leaving no ungrooved surface adjacent to each side of the joint greater than 6 inches in width. Ensure that the minimum distance to the first groove, measured normal from the edge of the concrete joint or from the junction between the concrete and the metal leg of the armored joint angle, is 1 inch. Produce grooves that are continuous across construction joints or other joints in the concrete surface less than 1/2 inch wide. Apply the same procedure described above where the gutter lines at barrier rails, curb lines and median dividers are not parallel to the centerline of the bridge to maintain the 18 inches maximum

dimension from the grooves to the gutter line. Cut grooves continuously across formed concrete joints.

**400-15.2.6 Class 5 Applied Finish Coating:**

**400-15.2.6.1 General:** Place an applied finish coating upon all concrete surfaces where the plans indicate Class 5 Applied Finish Coating. Apply the finish coating after completion of the general surface work specified for all exposed concrete surfaces. Select an Applied Finish Coating from the Departments Qualified Products List meeting the requirements of Section 975.

**400-15.2.6.2 Material:** For the coating material, use a commercial product designed specifically for this purpose. Use only coating material that is manufactured by one manufacturer and delivered to the job site in sealed containers bearing the manufacturer's original labels. Submit a copy of the manufacturer's printed instructions to the Engineer.

**400-15.2.6.3 Surface Preparation:** Prepare the surface prior to the application of an applied finish coating by providing a surface finish in accordance with the requirements of 400-15.1. The Engineer will not require surface voids that are 1/4 inch or less in width and depth to be grouted prior to application of the finish coating. Fill surface void larger than 1/4 inch in width and depth an approved high strength, non metallic, non shrink grout meeting the requirements of Section 934, mixed and applied in accordance with the manufacturer's recommendations. Apply the grout by filling the surface voids using burlap pads, float sponges, or other acceptable methods. As soon as the grout has taken its initial set, brush the surface to remove all loose grout, leaving the surface smooth and free of any voids. Ensure that the surface to be coated is free from efflorescence, flaking coatings, curing compound, dirt, oil, and other substances deleterious to the applied finish coating. Prior to application of the finish coating onto precast or cast-in-place concrete surfaces, test the concrete surface at 30 foot intervals for the presence of curing compound using one or two drops of muriatic acid placed on the concrete surface. If curing compound is present, there will be no reaction between the acid and the concrete. If there is no reaction, remove the compound by pressure washing the concrete surfaces. Prepare the surfaces in accordance with the manufacturer's recommendations, and ensure that they are in a condition consistent with the manufacturer's requirements. Clean surfaces of existing structures in accordance with 400-19.

**400-15.2.6.4 Application:** Apply the finish coating utilizing a method recommended by the manufacturer. When applying the finish coating by spraying, supply heavy duty spray equipment capable of maintaining a constant pressure necessary for proper application. Mix and cure all coating materials in accordance with the manufacturer's printed instructions. Apply the finished coating at a rate of 50, plus or minus 10 ft<sup>2</sup>/gal.

**400-15.2.6.5 Finished Product:** Produce a texture of the completed finish coat that is generally similar to that of rubbed concrete. Ensure that the completed finished coating is tightly bonded to the structure and presents a uniform appearance and texture. If necessary, apply additional coats to produce the desired surface texture and uniformity.

Upon failure to adhere positively to the structure without chipping, flaking, or peeling, or to attain the desired surface appearance, remove coatings entirely from the structure, and reapply the finish coating after surface preparation until achieving the desired finished product. Do not allow the average thickness of the completed finish coating to exceed 1/8 inch.

**400-15.2.6.6 Material Tests and Certification:** Before any portion of any shipment of finish coating is applied on the project, furnish the Engineer with a certificate from

the manufacturer attesting that the commercial product furnished conforms to the same formula as that previously subjected to the tests specified in Section 975. In addition, submit the following product analysis, obtained from the manufacturer, for each batch of the material used:

- (a) Weight per gallon.
- (b) Consistency (Krebs Units).
- (c) Weight percent pigment.
- (d) Weight percent vehicle solids.
- (e) Infra-red spectra of vehicle solution.

#### **400-15.2.7 Final Straightedging for Surfaces to Receive Asphalt Concrete**

**Surface:** Test the slab surfaces of poured-in-place decks which are to be surfaced with an asphalt concrete wearing course for trueness with a 10 foot straightedge, as specified above. As an exception, correct only irregularities of more than 1/4 inch measured as an ordinate (either above or below the general contour of the surface). The Engineer will not require belting or brooming of slabs that are to be surfaced with an asphalt concrete wearing course. For curing, meet the requirements specified for other deck slabs.

**400-15.2.8 Finishing Bridge Sidewalks:** Finish bridge sidewalks in accordance with the applicable requirements of Section 522.

#### **400-16 Curing Concrete.**

**400-16.1 General:** Cure cast-in-place and precast (non-prestressed) concrete as required herein for a minimum duration of 72 hours. If forms are loosened or removed before the 72 hour curing period is complete, expand the curing to cover these surfaces by either coating with curing compound or extending the continuous moist cure area.

Until curing has begun, retain concrete surface moisture at all times by maintaining a surface moisture evaporation rate less than 0.1 lb/ft<sup>2</sup>/hr. Periodically, at the site of concrete placement prior to and during the operation, measure the ambient air temperature, relative humidity and wind velocity with industrial grade weather monitoring instruments to determine the on-site evaporation rate. If the evaporation is, or is likely to become 0.1 lb/ft<sup>2</sup>/hr or greater, employ measures to prevent moisture loss such as application of evaporation retarder, application of supplemental moisture by fogging or reduction of the concrete temperature during batching. Compute the evaporation rate by using the nomograph in the ACI manual of Concrete Practice Part 2, Section 308R Guide to Curing Concrete, or by using an evaporation rate calculator approved by the Engineer.

**400-16.2 Methods:** Except where other curing methods are specified, select from the following options the chosen method(s) for curing all concrete components and indicate the method to be used in the Quality Control Plan.

(a) Continuous Moisture: Place burlap on the surface and keep it continuously saturated for the curing period by means of soaker hoses or automatic sprinklers. Water flow may be metered to cycle repetitively for five minutes on and five minutes off during the 72 hour curing period. Do not apply moisture manually. If side forms are loosened or removed during the curing period, extend the burlap so as to completely shield the sides of the members.

(b) Membrane Curing Compound: Apply a white Type 2 curing compound to all surfaces at a uniform coverage as recommended by the manufacturer but not less than 0.06 gal/yd<sup>2</sup>. Allow surfaces covered by the membrane curing compound to remain undisturbed for the curing period. Recoat any cracks, checks or other defects in the membrane seal which are detected during the curing period within one hour. If side forms are loosened during the curing period, maintain surface moisture and remove the forms within one hour and immediately coat

the formed surfaces with a membrane curing compound. Bottom surfaces shall be similarly coated after removal of or from the forms.

If curing compound is to be applied by spraying, use a compressor driven sprayer of sufficient size to provide uniform mist. Standby equipment is required in case of mechanical failure and hand held pump-up sprayers may be used only as standby equipment.

(c) Curing Blankets: Curing blankets may be used for curing the top surfaces of members while the member side forms remain in place. Do not use curing blankets which have been torn or punctured. Securely fasten all edges to provide as tight a seal as practical. Should the system fail to maintain a moist condition on the concrete surface, discontinue use of the blankets and continue curing using another method. Keep curing blankets in place for the duration of the curing period.

(d) Accelerated Cure:

(1) General: Accelerated curing of the concrete can be achieved by use of either low pressure steam curing, radiant heat curing or continuous moisture and heat curing. If accelerated curing is completed before the 72 hour curing period has elapsed, continue curing for the remaining part of the 72 hour curing period in accordance with one of the curing methods listed above.

If accelerated curing is used, furnish temperature recording devices that will provide accurate, continuous and permanent records of the time and temperature relationship throughout the entire curing period. Provide one such recording thermometer for each 200 feet of placement length or part thereof. Initially calibrate recording thermometers and recalibrate at least annually.

The preheating period shall equal or exceed the time of initial set as determined by ASTM C 403 and shall not be less than 4 hours. When the ambient air temperature is above 50°F, allow the member to remain undisturbed in the ambient air for the preheating period. If the ambient air temperature is below 50°F, apply heat during the preheating period to hold the air surrounding the member at a temperature of 50 to 90°F.

To prevent moisture loss from exposed surfaces during the preheating period, enclose members as soon as possible after casting or keep the surfaces wet by fog mist or wet blankets. Use enclosures for heat curing that allow free circulation of heat about the member with a minimum moisture loss. The use of tarpaulins or similar flexible covers may be used provided they are kept in good repair and secured in such a manner to prevent the loss of heat and moisture. Use enclosures that cover the entire placement.

During the application or removal of the heat, do not allow the temperature rise or fall within the enclosure to exceed 40°F/hr. Do not allow the curing temperature throughout the enclosure to exceed 160°F. Maintain the curing temperature within a temperature range of 130 to 160°F until the concrete has reached the required form removal strength for precast and cast-in-place components or the required release strength for prestressed concrete components.

(2) Low-Pressure Steam: The steam used shall be in a saturated condition. Do not allow steam jets to impinge directly on the concrete, test cylinders, or forms. Cover control cylinders to prevent moisture loss and place them in a location where the temperature is representative of the average temperature of the enclosure.

(3) Curing with Radiant Heat: Apply radiant heat by means of pipes circulating steam, hot oil or hot water, or by electric heating elements. Do not allow the heating elements to come in direct contact with the concrete or the forms. Distribute sources of heat in a

manner that will prevent localized high temperatures above 160°F. To prevent moisture loss during curing, keep the exposed surfaces wet by fog mist or wet blankets.

(4) Continuous Moisture and Heat: This method consists of heating the enclosure in combination with the continuous moisture method described above.

In addition to the curing blankets, an auxiliary cover for retention of the heat will be required over the entire placement. Support this cover at a sufficient distance above the placement being cured to allow circulation of the heat.

**400-16.3 Silica Fume Concrete:** Cure silica fume concrete a minimum of 72 hours using continuous moisture cure. No substitution of alternative methods nor reduction in the time period is allowed. After completion of the 72 hour curing period, apply a membrane curing compound to all concrete surfaces. Apply curing compound according to 400-16.2.

**400-16.4 Bridge Decks:** Cure bridge decks for a duration of seven days. Apply a membrane curing compound to the deck top surface in accordance with 400-16.2 using a compressor driven sprayer. In general, apply curing compound to a concrete deck when the surface is damp and after all pooled water has evaporated. For Short bridges, begin applying curing compound immediately after the initially placed concrete has been floated, straightedged, textured and a damp surface condition exists and continue applying compound as concrete placement progresses with as little interruption as possible until the entire deck surface has been coated with compound. For Long bridges, begin applying curing compound to the initially placed concrete as soon as a damp surface condition exists and continue applying compound as concrete placement progresses with as little interruption as possible until the entire deck surface has been coated with compound. However, for both Short and Long bridges, the elapsed time between the initial placement of deck concrete and the completed application of curing compound must not exceed 120 minutes. The 120 minute limit may be extended by the Engineer if project specific factors (cool temperatures, high humidity, retarding admixtures, etc.) are prolonging wet surface conditions.

Prior to the first deck placement, submit to the Engineer the method that will be used to periodically measure the rate of application of curing compound in, gallons/sq ft as the deck placement progresses. Prior to the placement of each deck, submit to the Engineer the anticipated quantity of curing compound in gallons along with the corresponding square feet of deck to be covered to meet the coverage rate in 400-16.2. Compute the actual quantity of curing compound applied at the conclusion of each deck placement and submit the quantity to the Engineer. Apply the curing compound from a work platform.

Place curing blankets on all exposed surfaces which are not formed as soon as possible with minimal effect on the surface texture. Place the curing blankets with sufficient overlapping seams to form an effective moisture seal. Before using curing blankets, mend tears, splits, or other damage that would make them unsuitable. Discard curing blankets that are not repairable. Wet all curing blankets immediately after satisfactorily placing them and maintain them in a saturated condition throughout the seven day curing period. Supply sufficient quantity of potable water at the job site for wetting the blankets.

Where a bridge deck slab is to be subjected to walking, wheeling or other approved construction traffic within the seven day curing period, protect the curing blankets and the slab surface from damage by placing wooden sheeting, plywood or other approved protective material in the travel areas.

When the ends of the curing blankets are rolled back to permit screeding of adjacent bridge deck slabs, keep the exposed surfaces wet throughout the period of exposure.

Removal of bottom and side forms after 72 hours is acceptable upon compliance with 400-14. Apply membrane curing compound to all surfaces stripped of forms within one hour of loosening. Apply curing compound according to 400-16.2.

**400-16.5 Construction Joints:** Cure construction joint areas using either the continuous moisture or curing blankets method.

**400-16.6 Traffic Barriers, Railings, Parapets and End Post:** Ensure concrete is cured in accordance with 400-16.2(b). When construction is by the slip form method, coat all concrete surfaces with a curing compound that meets the requirements of 925-2, either within 30 minutes of extrusion or before the loss of water sheen, whichever occurs first. Ensure a curing compound coating period of not less than seven days after application. Prior to each concrete placement, submit to the Engineer the method that will be used to periodically measure the rate of application in gallons/sq ft. Also, prior to each placement, submit to the Engineer the anticipated quantity of curing compound in gallons that will be used to meet the coverage rate specified in 400-16.2 along with the corresponding square footage of barriers, railings, parapets and end posts to be coated with that quantity. Compute the actual quantity of curing compound that is applied during each concrete placement and submit the quantity to the Engineer. Applied Finish Coatings, that are on the Qualified Products List and that are flagged as permitted for use as a curing compound, may be used in lieu of a curing compound; If an Applied Finish Coating is used in lieu of a curing compound, have a backup system that is in full compliance with 400-16.2(b) available at all times to ensure that an effective alternative system will be immediately available if the Applied Finish Coating cannot be applied within 30 minutes of extrusion or before the loss of water sheen.

**400-16.7 Removal of Membrane Curing Compounds:** Provide the longest possible curing duration; however, remove curing compound on portions of members to be bonded to other concrete. Compounds may be removed by either sand or water blasting. Water blasting requires the use of potable water and a minimum nozzle pressure of 2,900 psi.

#### **400-17 Protection of Concrete.**

**400-17.1 Opening to Traffic:** Close concrete bridge decks and culverts to traffic for a period of at least 14 days after placing and for such additional times as deemed advisable. In the operation of placing, the Contractor may wheel concrete across previously poured slabs after they have set for 24 hours, provided plank runways are used to keep the loads over the beams.

**400-17.2 Storing Materials on Bridge Slabs:** Do not store heavy equipment or material, other than light forms or tools, on concrete bridge slabs until 14 days after they have been poured. For all stockpiles, tools, and equipment stored on bridge slabs at any time, obtain prior approval by the Department, and the Engineer will require any such stored materials or equipment to be dispersed in order to avoid overloading any structural part.

**400-17.3 Time of Placing Superstructure:** In the case of piers or bents with concrete caps, do not place the weight of the superstructure or of beams on the caps until they have reached the age of 10 days.

**400-17.4 Alternate Procedure:** As an alternate procedure, in lieu of the time delay periods set forth in 400-17.1 and 400-17.3, test beams or cylinders may be cast from representative concrete and cured identically with the concrete in the corresponding structural component. Make the test beams in accordance with ASTM C31 and test them in accordance with ASTM C78. When the test results indicate a minimum flexural strength of 550 psi for beams or the minimum 28 day compressive strength shown in the Plans, concrete bridge decks and culverts may be opened to traffic or the superstructure and beams may be placed on caps.



However, regardless of beam or cylinder break results, fully comply with the bridge deck curing provisions of 400-16.4, including the requirement for curing blankets to remain in place for seven days.

**400-18 Precast Planks, Slabs, and Girders.**

**400-18.1 General:** Where so shown in the Contract Documents, the Contractor may construct concrete planks, slabs, girders, and other structural elements by precasting. In general, use a method that consists of casting structural elements in a casting yard, curing as specified in 400-16, transporting them to the site of the work, installing them on previously prepared supports and, where so shown in the plans, joining them with poured-in-place slabs or keys. Handle and install precast prestressed members as specified in Section 450.

**400-18.2 Casting:** Cast precast elements on unyielding beds or pallets. Use special care in casting the bearing surfaces on both the elements and their foundations in order that these surfaces shall coincide when installing the elements. Check bearing surfaces on casting beds with a level and a straightedge prior to the casting. Similarly check corresponding surfaces on the foundations during finishing operations.

**400-18.3 Poured-in-Place Keys:** Where precast elements are to be joined with poured-in-place keys, carefully align the elements prior to pouring the keys.

**400-18.4 Surface Finish:** Finish the surface as specified in 400-15, except that where precast slabs and poured-in-place keys form the riding surface, give the entire surface a broomed finish.

**400-18.5 Moving, Placing, and Opening to Traffic:** Reinforced precast members may be moved from casting beds, placed in the structure, and opened to traffic at the ages shown in the following table:

Handling from casting beds to storage areas .....	7 days
Placing in structure .....	14 days
Opening to traffic:	
Precast elements.....	14 days
Cast-in-place slabs over precast girders.....	14 days
Cast-in-place keys joining precast slabs .....	7 days

As an alternate procedure, in lieu of the time delay periods set forth above, test beams may be cast from representative concrete, and cure them identically with the concrete in the corresponding structural component. Test the test beams in accordance with ASTM C 31 and ASTM C 78. When the test results indicate a flexural strength of 550 psi, or more, any of the operations listed above may proceed without completing the corresponding time delay period.

**400-18.6 Setting Prestressed Slabs:** Before permitting construction equipment on the bridge to erect slab units, submit sketches showing axle loads and spacing and a description of the intended method of setting slab units to the Engineer for approval. Do not use axle loads, spacing, and methods of setting which produce stresses in the slab units greater than the allowable stress.

**400-18.7 Protection of Precast Elements:** The Contractor is responsible for the safety of precast elements during all stages of construction. The Engineer will reject any precast elements that become cracked, broken, seriously spalled, or structurally impaired. Remove rejected precast elements from the work at no expense to the Department.

**400-18.8 Form Material:** Form material used to form hollow cores may be left in place. Ensure that the form material is neutral with respect to the generating of products harmful to the

physical and structural properties of the concrete. The Contractor is responsible for any detrimental effects resulting from the presence of the form material within the precast element.

#### **400-19 Cleaning and Coating Concrete Surfaces of Existing Structures.**

For the purposes of this article, an existing structure is one that was in service prior to the start of the project to which this specification applies. For existing structures, clean concrete surfaces that are designated in the Contract Documents as receiving Class 5 applied finish coating by pressure washing prior to the application of coating. Use pressure washing equipment producing a minimum working pressure of 2,500 psi when measured at or near the nozzle. Do not damage or gouge uncoated concrete surfaces or previously coated concrete surfaces during cleaning operations. Remove all previously applied coating that is no longer adhering to the concrete or that is peeling, flaking or delaminating. Ensure that after the pressure wash cleaning and the removal of non-adherent coating, that the cleaned surfaces are free of efflorescence, grime, mold, mildew, oil or any other contaminants that might prevent proper adhesion of the new coating. After cleaning has been successfully completed, apply Class 5 Applied Finish Coating in accordance with 400-15.2.6 or as otherwise specified in the Plans.

#### **400-20 Approach Slabs.**

Construct approach slabs at the bridge ends in accordance with the applicable requirements of Section 350 using Class II (Bridge Deck) concrete. Place the reinforcement as specified in 350-7 and Section 415.

The approach slab may be opened to traffic, vehicular or construction equipment, 14 days after concrete placement or after the prescribed curing period has elapsed and the concrete has attained the required 28 day cylinder strength.

#### **400-2 Disposition of Cracked Concrete.**

**400-21.1 General:** The disposition of cracked concrete is described in this Article and applies to all cast-in-place concrete members, and once installed, to the precast and prestressed concrete members that are produced in accordance with 410, 450, 521, 534, 548 and 641.

**400-21.2 Investigation, Documentation and Monitoring:** The Engineer will inspect concrete surfaces as soon as surfaces are fully visible after casting, with the exception of surfaces of precast concrete products produced in offsite plants, between 7 and 31 days after the component has been burdened with full dead load, and a minimum of 7 days after the bridge has been opened to full unrestricted traffic. The Engineer will measure the width, length and depth of each crack and establish the precise location of the crack termination points relative to permanent reference points on the member. The Engineer will determine if coring of the concrete is necessary when an accurate measurement of crack depth cannot be determined by use of a mechanical probe. The Engineer will monitor and document the growth of individual cracks at an inspection interval determined by the Engineer to determine if cracks are active or dormant after initial inspection. The Engineer will perform all final bridge deck crack measurements once the deck is free of all debris and before transverse grooves are cut and after planing is complete for decks that require planing.

Provide the access, equipment and personnel needed for the Engineer to safely perform this work at no expense to the Department. Core cracks for use by the Engineer in locations and to depths specified by the Engineer at no expense to the Department.

**400-21.3 Classification of Cracks:** The Engineer will classify cracks as either nonstructural or structural and determine the cause. In general, nonstructural cracks are cracks

1/2 inch or less deep from the surface of the concrete; however, the Engineer may determine that a crack greater than 1/2 inch deep is nonstructural. In general, structural cracks are cracks that extend deeper than 1/2 inch. A crack that is fully or partially underwater at any time during its service life will be classified as a structural crack unless the Environment note on the General Notes sheet in the plans categorizes the substructure as slightly aggressive, in which case, the nonstructural crack criteria may apply as determined by the Engineer.

Review and comment on the Engineer's crack classification; however, the Engineer will make the final determination.

**400-21.4 Nonstructural Cracking Significance:** The Engineer will determine the Cracking Significance. The Cracking Significance will be determined on the basis of total crack surface area as a percentage of total concrete surface area. Cracking significance will be categorized as Isolated, Occasional, Moderate or Severe according to the criteria in Tables 1 and 2. Cracking Significance will be determined on a LOT by LOT basis. A LOT will typically be made up of not more than 100 square feet and not less than 25 square feet of concrete surface area for structures other than bridge decks or typically not more than 400 square feet or not less than 100 square feet for bridge decks. A LOT will not extend beyond a single Elevation Range as shown in Table 1 or 2.

Review and comment on the Engineer's determination of Cracking Significance; however, the Engineer will make the final determination.

**400-21.5 Repair Method:** Repair or remove and replace cracked concrete as directed by the Engineer. Additional compensation or a time extension will not be approved for repair or removal and replacement of cracked concrete when the Engineer determines the cause to be the responsibility of the Contractor.

**400-21.5.1 Nonstructural Cracks:** Repair each crack using the method as determined by the Engineer for each LOT in accordance with Table 1 or 2. When further investigation is required to determine repair or rejection, either remove and replace the cracked concrete or provide a structural evaluation signed and sealed by the Contractor's Engineer of Record that includes recommended repair methods and a determination of structural capacity and durability to the Engineer. Upon approval by the Engineer, repair the cracked concrete. Upon approval by the Engineer use epoxy injection in accordance with Section 411 to repair cracks in a member inside a dry cofferdam prior to flooding of the cofferdam. "Reject and Replace" in Table 1 or 2 means there is no acceptable repair method.

**400-21.5.2 Structural Cracks:** Provide a structural evaluation signed and sealed by the Contractor's Engineer of Record that includes recommended repair methods and a determination of structural capacity and durability to the Engineer. Upon approval by the Engineer, repair the cracked concrete. Complete all repairs to cracks in a member inside a cofferdam prior to flooding the cofferdam.

**Table 1**  
**DISPOSITION OF CRACKED CONCRETE OTHER THAN BRIDGE DECKS**  
 [see separate Key of Abbreviations and Footnotes for Tables 1 and 2]

Elev. Range	Crack Width Range (inch) <sup>(2)</sup> x = crack width	Cracking Significance Range per LOT <sup>(1)</sup>												
		Isolated Less than 0.005%			Occasional 0.005% to <0.017%			Moderate 0.017% to <0.029%			Severe 0.029% or gr.			
		Environment Category												
		SA	MA	EA	SA	MA	EA	SA	MA	EA	SA	MA	EA	
Elevation: 0 to 6 ft AMHW	$x \leq 0.004$	NT	NT	PS (6)	NT	PS (6)	PS (6)	PS (6)	PS (6)					
	$0.004 < x \leq 0.008$	NT	PS (6)	EI (3)	PS (6)	EI (3)	EI (3)	PS (6)						
	$0.008 < x \leq 0.012$	NT	PS (6)	EI										
	$0.012 < x \leq 0.016$	PS (6)	Investigate to Determine Appropriate Repair <sup>(4,5)</sup> or Rejection											
	$0.016 < x \leq 0.020$													
	$0.020 < x \leq 0.024$										Reject and Replace			
	$0.024 < x \leq 0.028$													
	$x > 0.028$													
Elev.: More Than 6 ft to 12 ft AMHW	Crack Width	SA	MA	EA	SA	MA	EA	SA	MA	EA	SA	MA	EA	
	$x \leq 0.004$	NT	NT	PS (6)	NT	PS (6)	PS (6)	PS (6)	PS (6)	PS (6)	PS (6)			
	$0.004 < x \leq 0.008$	NT	PS (6)	EI (3)	PS (6)	PS (6)	EI (3)	PS (6)	EI (3)					
	$0.008 < x \leq 0.012$	NT	PS (6)	EI	EI	EI								
	$0.012 < x \leq 0.016$	PS (6)	EI	EI	EI									
	$0.016 < x \leq 0.020$	EI												
	$0.020 < x \leq 0.024$		Investigate to Determine Appropriate Repair <sup>(4,5)</sup> or Rejection									Reject and Replace		
	$0.024 < x \leq 0.028$													
	$x > 0.028$													
Elev.: Over Land or More Than	Crack Width	SA	MA	EA	SA	MA	EA	SA	MA	EA	SA	MA	EA	
	$x \leq 0.004$	NT	NT	NT	NT	PS (6)	PS (6)	PS (6)	PS (6)	PS (6)	PS (6)			
	$0.004 < x \leq 0.008$	NT	PS (6)	PS (6)	PS (6)	PS (6)	EI (3)	PS (6)	EI (3)	EI (3)	PS (6)			

$0.008 < x \leq 0.012$	NT	PS <sup>(6)</sup>	EI	EI	EI	EI	EI	EI				
$0.012 < x \leq 0.016$	PS <sup>(6)</sup>	EI	EI	EI	EI	EI						
$0.016 < x \leq 0.020$	EI	EI	EI	EI								
$0.020 < x \leq 0.024$	EI	Investigate to Determine Appropriate Repair <sup>(4,5)</sup> or Rejection										
$0.024 < x \leq 0.028$											Reject and Replace	
$x > 0.028$												

**Table 2**  
**DISPOSITION OF CRACKED CONCRETE BRIDGE DECKS**  
 [see separate Key of Abbreviations and Footnotes for Tables 1 and 2]

Elev. Range	Crack Width Range (inch) <sup>(2)</sup>  x = crack width	Cracking Significance Range per LOT <sup>(1)</sup>											
		Isolated less than 0.005%			Occasional 0.005% to <0.017%			Moderate 0.017% to <0.029%			Severe 0.029% or gtr.		
		Environment Category											
		S A	MA	EA	SA	M A	EA	SA	MA	EA	S A	M A	E A
Elevation: 12 feet or Less AMHW	$x \leq 0.004$	N T	NT	NT	NT	NT	NT	NT	NT	NT			
	$0.004 < x \leq 0.008$	N T	NT	EI/ M	NT	NT	EI/M	EI/ M	EI/ M	EI/M			
	$0.008 < x \leq 0.012$	N T	NT	EI/ M	NT	EI/ M	EI/M	EI/ M	EI/ M				
	$0.012 < x \leq 0.016$	N T	NT	EI/ M	NT	EI/ M							
	$0.016 < x \leq 0.020$	EI /M	EI/ M	EI	EI								
	$0.020 < x \leq 0.024$	EI /M	EI	EI			Investigate to Determine Appropriate Repair <sup>(4,5)</sup> or Rejection					Reject and Replace	
	$0.024 < x \leq 0.028$	EI /M	EI										
	$x > 0.028$												
Elevation: Over Land or More Than 12 feet AMHW	Crack Width	S A	MA	EA	SA	M A	EA	SA	MA	EA	S A	M A	E A
	$x \leq 0.004$	N T	NT	NT	NT	NT	NT	NT	NT	NT			
	$0.004 < x \leq 0.008$	N T	NT	NT	NT	NT	EI/M	NT	EI/ M	EI/M			
	$0.008 < x \leq 0.012$	N T	NT	EI/ M	NT	NT	EI/M	EI/ M	EI/ M				
	$0.012 < x \leq 0.016$	N T	NT	EI/ M	NT	EI/ M							
	$0.016 < x \leq 0.020$	N T	EI/ M	EI	EI/ M		Investigate to Determine Appropriate Repair <sup>(4,5)</sup> or Rejection						
	$0.020 < x \leq 0.024$	N T	EI/ M	EI								Reject and Replace	
	$0.024 < x \leq 0.028$	N T	EI/ M										
	$x > 0.028$												

Key of Abbreviations and Footnotes for Tables 1 and 2		
Type Abbreviation	Abbreviation	Definition
Repair Method	EI	Epoxy Injection
	M	Methacrylate
	NT	No Treatment Required
	PS	Penetrant Sealer
Environment Category	EA	Extremely Aggressive
	MA	Moderately Aggressive
	SA	Slightly Aggressive
Reference Elevation	AMHW	Above Mean High Water
<b>Footnotes</b>		
<p>(1) Cracking Significance Range is determined by computing the ratio of Total Cracked Surface Area (TCSA) to Total Surface Area (TSA) per LOT in percent [(TCSA/TSA) x 100] then by identifying the Cracking Significance Range in which that value falls. TCSA is the sum of the surface areas of the individual cracks in the LOT. The surface area of an individual crack is determined by taking width measurements of the crack at 3 representative locations and then computing their average which is then multiplied by the crack length.</p> <p>(2) Crack Width Range is determined by computing the width of an individual crack as computed in (1) above and then identifying the range in which that individual crack width falls.</p> <p>(3) When the Engineer determines that a crack in the 0.004 inch to 0.008 inch width range cannot be injected then for Table 1 use penetrant sealer unless the surface is horizontal, in which case, use methacrylate if the manufacturer's recommendations allow it to be used and if it can be applied effectively as determined by the Engineer.</p> <p>(4) (a) Perform epoxy injection of cracks in accordance with Section 411. Seal cracks with penetrant sealer or methacrylate as per Section 413. (b) Use only methacrylate or penetrant sealer that is compatible, according to manufacturer's recommendations, with previously applied materials such as curing compound or paint or remove such materials prior to application.</p> <p>(5) When possible, prior to final acceptance of the project, seal cracks only after it has been determined that no additional growth will occur.</p> <p>(6) Methacrylate shall be used on horizontal surfaces in lieu of penetrant sealer if the manufacturer's recommendations allow it to be used and if it can be applied effectively as determined by the Engineer.</p> <p>(7) Unless directed otherwise by the Engineer, repair cracks in bridge decks only after the grinding and grooving required by 400-15.2.5 is fully complete.</p>		

#### 400-22 Method of Measurement.

**400-22.1 General:** The quantities of concrete to be paid for will be the volume, in cubic yards, of each of the various classes shown in the plans, in place, completed and accepted. The quantity of precast anchor beams to be paid for will be the number in place and accepted. The quantity of bridge deck grooving to be paid for will be the area, in square yards of bridge deck and approach slab, completed and accepted. The quantity of bridge deck grooving and planing to be paid for will be the area, in square yards of bridge deck and approach slab, completed and accepted.

Except for precast anchor beams, for any item of work constructed under this Section and for which measurement for payment is not to be made by the volume of concrete, measurement and payment for such work will be as specified in the Section under which the work is specified in detail.

No separate payment will be made for obtaining the required concrete finish.

#### 400-22.2 Calculation of Volume of Concrete:

**400-22.2.1 Dimensions:** The quantity will be computed by the plan dimensions of the concrete, within the neat lines shown in the plans, except that no deduction will be made for weep holes, deck drains, or encroachment of inlets and pipes in box culverts, and no chamfers, scorings, fillets, or radii 1 1/2 in<sup>2</sup> or less in cross-sectional area will be taken into account.

**400-22.2.2 Pay Quantity:** The quantity to be paid for will be the original plan quantity, measured as provided in 400-22.2.1, except that where the plans call for an estimated quantity of miscellaneous concrete for contingent use, the contingent concrete will be measured as the actual quantity in place and accepted.

**400-22.2.3 Items not Included in Measurement for Payment:** No measurements or other allowances will be made for work or material for forms, falsework, cofferdams, pumping, bracing, expansion-joint material, etc. The volume of all materials embedded in the concrete, such as structural steel, pile heads, etc., except reinforcing steel, will be deducted when computing the volume of concrete to be paid for. For each foot of timber pile embedded, 0.8 ft<sup>3</sup> of concrete will be deducted. The cost of furnishing and placing dowel bars shall be included in the Contract unit price for the concrete.

**400-22.2.4 Deck Girders and Beam Spans:** In computing the volume of concrete in deck girders and beam spans, the thickness of the slab will be taken as the nominal thickness shown on the drawings and the width will be taken as the horizontal distance measured across the roadway. The volume of haunches over beams will be included in the volume to be paid for.

**400-22.2.5 Stay-in-Place Metal Forms:** When using stay-in-place metal forms to form the slab of deck girder and beam spans, the volume of concrete will be computed in accordance with the provisions of 400-20.2.4 except that the thickness of the slab over the projected plan area of the stay-in-place metal forms will be taken as the thickness shown on the drawings above the top surface of the forms. The concrete required to fill the form flutes will not be included in the volume of concrete thus computed.

**400-22.3 Bridge Deck Grooving:** The quantity to be paid for will be plan quantity in square yards, computed, using the area bound by the gutter lines (at barrier rails, curbs and median dividers) and the beginning and end of the bridge or the end of approach slabs, whichever is applicable, constructed, in place and accepted.

**400-22.4 Bridge Deck Grooving and Planing:** The quantity to be paid for will be plan quantity in square yards, computed, using the area bound by the gutter lines (at barrier rails, curbs and median dividers) and the beginning and end of the bridge or the end of approach slabs, whichever is applicable, constructed, in place and accepted.

**400-22.5 Composite Neoprene Pads:** The quantity to be paid for will be the original plan quantity, computed using the dimensions of the pads shown in the plans.

**400-22.6 Cleaning and Coating Concrete Surfaces:** The quantity to be paid for will be the plan quantity in square feet for the areas shown in the plans.

## **400-23 Basis of Payment.**

### **400-23.1 Concrete:**

**400-23.1.1 General:** Price and payment will be full compensation for each of the various classes of concrete shown in the proposal.

**400-23.1.2 Concrete Placed below Plan Depth:** Authorized concrete placed in seal or footings 5 feet or less below the elevation of bottom of seal or footing as shown in the plans will be paid for at the Contract price set forth in the proposal under the pay items for substructure concrete.

Authorized concrete used in seal (or in the substructure where no seal is used) at a depth greater than 5 feet below the bottom of seal or footing as shown in the plans will be paid for as Unforeseeable Work.



Such payment will be full compensation for the cofferdam construction, for excavation, and for all other expenses caused by the lowering of the footings.

**400-23.1.3 Seal Concrete Required but Not Shown in Plans:** When seal concrete is required as provided in 400-8 and there is no seal concrete shown in the plans, it will be paid for as Unforeseeable Work.

**400-23.2 Precast Anchor Beams:** Price and payment will be full compensation for the beams, including all reinforcing steel and materials necessary to complete the beams in place and accepted.

No separate prices will be allowed for the various types of anchor beams.

**400-23.3 Reinforcing Steel:** Reinforcing steel will be measured and paid for as provided in Section 415, except that no separate payment will be made for the fabric reinforcement used in concrete jackets on steel piles or reinforcement contained in barriers, traffic separators or parapets. Where so indicated in the plans, the Department will not separately pay for reinforcing steel used in incidental concrete work, but the cost of such reinforcement shall be included in the Contract unit price for the concrete.

**400-23.4 Bridge Deck Grooving:** Price and payment will be full compensation for all grinding, grooving, equipment, labor, and material required to complete the work in an acceptable manner.

**400-23.5 Bridge Deck Grooving and Planing:** Price and payment will be full compensation for all grooving, planing, equipment, labor, and material required to complete the work in an acceptable manner.

**400-23.6 Composite Neoprene Pads:** Price and payment will be full compensation for all work and materials required to complete installation of the pads.

**400-23.7 Cleaning and Coating Concrete Surfaces:** Price and payment will be full compensation for all work and materials required. The cost of coating new concrete will not be paid for separately, but will be included in the cost of the item to which it is applied.

**400-23.8 General:** The above prices and payments will be full compensation for all work specified in this Section, including all forms, falsework, joints, weep holes, drains, pipes, conduits, bearing pads, setting anchor bolts and dowels, surface finish, and cleaning up, as shown in the plans or as directed. Where the plans call for water stops, include the cost of the water stops in the Contract unit price for the concrete.

Unless payment is provided under a separate item in the proposal, the above prices and payments will also include all clearing and grubbing; removal of existing structures; excavation, as provided in Section 125; and expansion joint angles and bolts.

The Department will not change the rate of payment for the various classes of concrete in which steel may be used due to the addition or reduction of reinforcing steel.

The Department will not make an allowance for cofferdams, pumping, bracing, or other materials or equipment not becoming a part of the finished structure. The Department will not pay for concrete placed outside the neat lines as shown in the plans.

When using stay-in-place metal forms to form bridge decks, the forms, concrete required to fill the form flutes, attachments, supports, shoring, accessories, and all miscellaneous items or work required to install the forms shall be included in the Contract unit price of the superstructure concrete.

**400-23.9 Payment Items:**

Payment will be made under:

Item No. 400- 0-      Class NS Concrete – per cubic yard.

Item No. 400- 1-	Class I Concrete - per cubic yard.
Item No. 400- 2-	Class II Concrete - per cubic yard.
Item No. 400- 3-	Class III Concrete - per cubic yard.
Item No. 400- 4-	Class IV Concrete - per cubic yard.
Item No. 400- 6-	Precast Anchor Beams - each.
Item No. 400- 7-	Bridge Deck Grooving - per square yard.
Item No. 400- 9-	Bridge Deck Grooving and Planing - per square yard.
Item No. 400-143-	Cleaning and Coating Concrete Surfaces - per square foot.
Item No. 400-147-	Composite Neoprene Pads - per cubic foot.

**425 INLETS, MANHOLES, AND JUNCTION BOXES.**  
**(REV 10-9-12) (1-13)**

SECTION 425 (Pages 430 – 432) is deleted and the following substituted:

**SECTION 425**  
**INLETS, MANHOLES, AND JUNCTION BOXES**

**425-1 Description.**

Construct inlets, manholes, and junction boxes from reinforced concrete as shown in the Design Standards and the plans. Brick masonry may be used if the structure is circular and constructed in place. Furnish and install the necessary metal frames and gratings. Construct yard drains from concrete meeting the requirements of Section 347. Adjust structures shown in the plans to be adjusted or requiring adjustment for the satisfactory completion of the work.

**425-2 Composition and Proportioning.**

**425-2.1 Concrete:** For inlets, manholes, and junction boxes, use Class II or IV concrete, as designated in the plans and Design Standards and as specified in Section 346. For yard drains use concrete as specified in Section 347.

**425-2.2 Mortar:** For brick masonry, make the mortar by mixing one part portland cement to three parts sand. Miami Oolitic rock screenings may be substituted for the sand, provided the screenings meet the requirements of 902-5.2.3 except for gradation requirements. Use materials passing the No. 8 sieve that are uniformly graded from coarse to fine.

Masonry cement may be used in lieu of the above-specified mortar provided it is delivered in packages properly identified by brand name of manufacturer, net weight of package, and whether it is Type 1 or Type 2, and further provided that it has not been in storage for a period greater than six months.

**425-3 Materials.**

**425-3.1 General:** Meet the following requirements:

Sand (for mortar).....	902-3.2
Portland Cement.....	Section 921
Water.....	Section 923
Reinforcing Steel .....	931-1.1 and 415-3
Brick and Concrete Masonry Units.....	Section 949
Castings for Frames and Gratings.....	962

**425-3.2 Gratings, Covers, and Frames:** Use gratings and frames fabricated from structural steel or cast iron as designated in the appropriate Design Standard. When “Alt. G” grates are specified in the plans, provide structural steel grates that are galvanized in accordance with the requirements of ASTM A-123.

Use rigid frames and covers either 24 inches or 36 inches or optional three-piece adjustable frames and covers as indicated in Design Standards Index No. 201.

For three-piece adjustable frames, the inner frame may include replaceable resilient seats to support the cover. In addition, the inner frame shall indicate it is adjustable, by clearly having the word “adjustable” imprinted into the exposed portion of the inner frame so “adjustable” is visible from the roadway after installation.

**425-4 Forms.**

Design and construct wood or metal forms so that they may be removed without damaging the concrete. Build forms true to line and grade and brace them in a substantial and unyielding manner. Obtain the Engineer’s approval before filling them with concrete.

**425-5 Precast Inlets, Manholes, and Junction Boxes.**

Precast inlets, manholes and junction boxes, designed and fabricated in accordance with the plans, the Design Standards and Section 449 may be substituted for cast-in-place units.

**425-6 Construction Methods.**

**425-6.1 Excavation:** Excavate as specified in Section 125.

Where unsuitable material for foundations is encountered, excavate the unsuitable material and backfill with suitable material prior to constructing or setting inlets, manholes and junction boxes.

As an option to the above and with the Engineer’s approval, the Contractor may carry the walls down to a depth required for a satisfactory foundation, backfill to 8 inches below the flowline with clean sand and cast a non-reinforced 8 inch floor.

**425-6.2 Placing and Curing Concrete:** Place the concrete in the forms, to the depth shown in the plans, and thoroughly vibrate it. After the concrete has hardened sufficiently, cover it with suitable material and keep it moist for a period of three days. Finish the traffic surface in accordance with 522-7.2, or with a simulated broom finish approved by the Engineer.

**425-6.3 Setting Manhole Castings:** After curing the concrete as specified above, set the frame of the casting in a full mortar bed composed of one part portland cement to two parts of fine aggregate.

**425-6.3.1 Standard Castings:** Set manhole frames in a mortar bed and adjust to grade using brick or concrete grade rings, with a maximum 12 inch adjustment.

**425-6.3.2 Optional Adjustable Castings:** When using a three-piece adjustable frame and cover, install the frame and cover with brick or concrete grade rings to the base course height. Make adjustments using the inner frame in accordance with the manufacturer’s

installation recommendations so the inner frame and cover meet the grade and slope of the pavement surface opened to traffic.

**425-6.4 Reinforcing Steel:** Follow the construction methods for the steel reinforcement as specified in Section 415.

**425-6.5 Laying Brick:** Saturate all brick with water before laying. Bond the brick thoroughly into the mortar using the shovejoint method to lay the brick. Arrange headers and stretchers so as to bond the mass thoroughly. Finish the joints properly as the work progresses and ensure that they are not less than 1/4 inch or more than 3/4 inch in thickness. Do not use spalls or bats except for shaping around irregular openings or when unavoidable at corners.

**425-6.6 Backfilling:** Backfill as specified in Section 125, meeting the specific requirements for backfilling and compaction around inlets, manholes, and junction boxes detailed in 125-8.1 and 125-8.2. However, for outfall lines beyond the sidewalk or future sidewalk area, where no vehicular traffic will pass over the pipe, inlets, manholes, and junction boxes, compact backfill as required in 125-9.2.2.

**425-6.7 Adjusting Structures:** Cut down or extend existing manholes, catch basins, inlets, valve boxes, etc., within the limits of the proposed work, to meet the finished grade of the proposed pavement, or if outside of the proposed pavement area, to the finished grade designated on the plans for such structures. Use materials and construction methods which meet the requirements specified above to cut down or extend the existing structures.

The Contractor may extend manholes needing to be raised using adjustable extension rings of the type which do not require the removal of the existing manhole frame. Use an extension device that provides positive locking action and permits adjustment in height as well as diameter and meets the approval of the Engineer. When adjusting structures in flexible pavement, restore final road surface in accordance with Standard Index No. 307.

#### **425-7 Method of Measurement.**

The quantities to be paid for will be (1) the number of inlets, manholes, junction boxes, and yard drains, completed and accepted; and (2) the number of structures of these types (including also valve boxes) satisfactorily adjusted.

#### **425-8 Basis of Payment.**

**425-8.1 New Structures:** Price and payment will be full compensation for furnishing all materials and completing all work described herein or shown in the plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all gratings, frames, covers, and any other necessary fittings.

**425-8.2 Adjusted Structures:** When an item of payment for adjusting manholes, valve boxes, or inlets is provided in the proposal, price and payment will be full compensation for the number of such structures designated to be paid for under such separate items, and which are satisfactorily adjusted, at the Contract unit prices each for Adjusting Inlets, Adjusting Manholes, and Adjusting Valve Boxes.

For any of such types of these structures required to be adjusted but for which no separate item of payment is shown in the proposal for the specific type, payment will be made under the item of Adjusting Miscellaneous Structures.

**425-8.3 Payment Items:** Payment will be made under:

- Item No. 425- 1- Inlets - each.
- Item No. 425- 2- Manholes - each.
- Item No. 425- 3- Junction Boxes - each.
- Item No. 425- 4- Adjusting Inlets - each.
- Item No. 425- 5- Adjusting Manholes - each.
- Item No. 425- 6- Adjusting Valve Boxes - each.
- Item No. 425- 8- Adjusting Miscellaneous Structures - each.
- Item No. 425- 10- Yard Drains - each.