

## INVITATION FOR BID IFB # 15-2828-OV SR 64 @ 57th St EAST AND MORGAN JOHNSON ROAD INTERSECTION IMPROVEMENTS BRADENTON. FL

(Project No.: 6086360) FDOT Financial Project ID: 429871-1-58-01

Manatee County, a political subdivision of the State of Florida, (hereinafter "Owner") 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 ensure all prospective bidders have sufficient information and understanding of Owner's needs, an Information Conference will be held at: 2:00 PM on September 21, 2015 at the Public Works Compound located at 1022 26th Avenue East, Bradento, FL 34208, Conference Room "B". Attendance is not mandatory, but is highly encouraged.

**DEADLINE FOR CLARIFICATION REQUESTS:** 

5:00 PM on September 30, 2015

Reference Bid Article A.06

BID OPENING TIME AND DATE DUE: 3:00 PM on October 15, 2015

#### FOR INFORMATION CONTACT:

Olga Valcich, CPPB, Contract Specialist (941) 749-i3055 olga.valcich@mymanatee.org Manatee County Financial Management Department **Purchasing Division** 

AUTHORIZED FOR RELEASE: DWW

# Table of Contents IFB # 15-2828-OV

Section A	Information to Bidders	A-1-13
Section B	Scope of Work	B-1-2
	Plan Set signed and sealed Sheet 1 dated June 22, 2015, Sheet through Sheet 18 dated December 12, 2014	
	2. Professional Engineering Certification dated December 12, 201	41 page
	3. Specification Package dated June 05, 2015 for Financial Project ID: 429871-1-58-01	
	4. Special Provisions dated August 10, 2015	17 pages
	Local Agency Program Supplemental Conditions (LAP) dated     18, 2015	
Section C	Bid Summary	C-1-2
Bid Form	Bid F	orm 1- 8
Section D	Insurance and Bonding Requirements	1-7
Attachmen Attachmen Attachmen	ts: t A Bidder's Questionnaire t B Public Contracting & Environmental Crimes Certification t C The Florida Trench Safety Act t D ePayables Application t E Wage Determination Table, FL150218 dated 01/02/2015	1-2 1 1
	on Agreement for Stipulated Sum (Two Party Agreement)	

## SECTION A INFORMATION TO BIDDERS

## A.01 OPENING LOCATION

Sealed bids will be <u>publicly opened</u> at the <u>Manatee County Purchasing Division</u>, <u>1112 Manatee Avenue West</u>, <u>Suite 803</u>, <u>Bradenton</u>, <u>Florida 34205</u> in the presence of Owner officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

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 <u>delivered to the Manatee County Purchasing Division</u> for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

## A.02 SEALED & MARKED

Bids shall be submitted in duplicate, one original (marked Original) and one copy/copies (marked Copy) of your signed bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #15-2828-OV, SR64 and Morgan Johnson Road Intersection, Bradenton, FL (Project No.:6086360), FDOT Financial Project ID: 429871-1-58-01" along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid (IFB) package. Or, you may address the package as follows:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid #IFB#15-2828-OV,
SR 64 and Morgan Johnson Road Intersection, Bradenton, FL
(Project No.: 6086360), FDOT Financial Project ID#429871-1-58-01

All blank spaces on the bid form 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 thereupon. 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 the requirements of this IFB.

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.

## A.03 SECURING BID DOCUMENTS

IFB's and related documents are available on <a href="http://www.mymanatee.org/purchasing">http://www.mymanatee.org/purchasing</a> for download in a portable document format (.PDF) file by clicking on "Bids and <a href="Proposals">Proposals</a>" from the Purchasing Division's web page. You may view and print these files using Adobe Reader software. If necessary, you may download a free copy of Adobe Reader from the link provided on the "Bids and Proposals" page.

Additionally, Manatee County collaborates with the Manatee Chamber of Commerce by announcing solicitation opportunities to the Chamber which are then passed to its members.

Manatee County may also use DemandStar to distribute bids. On the DemandStar website, <a href="http://www.DemandStar.com">http://www.DemandStar.com</a>, click on the tab titled "My DemandStar" for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. A complete set of the IFB documents must be used in preparing bids. Owner assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

## A.04 EXAMINATION OF BID DOCUMENTS AND SITE(S)

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

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the Project Site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which bidder deems necessary to determine his bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the IFB documents. Owner will provide each bidder access to the site(s) to conduct such explorations and tests.

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

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

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

### A.05 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid Owner in evaluating the request to modify the IFB documents. Owner is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered. Bidders must fully comply with the IFB documents in their entirety.

#### A.06 CLARIFICATION & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Purchasing Division. Owner shall not be responsible for oral interpretations given by any Owner employee, representative, or others.

<u>5:00 PM on September 30, 2015</u> shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the Work.

If any addenda are issued to this IFB, Owner will post the documents on the Purchasing Division's web page at <a href="http://www.mymanatee.org/purchasing">http://www.mymanatee.org/purchasing</a>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

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

It shall be the <u>responsibility of each bidder, prior to submitting a bid</u>, to contact the Purchasing Division (see contact information on the cover page) to <u>determine if any addenda were issued</u> and to make such addenda a part of their bid.

## A.07 LOBBYING

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

## A.08 UNBALANCED BIDDING PROHIBITED

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

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

In the event Owner 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 its bid. Owner reserves the right to reject as nonresponsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

## A.09 FRONT LOADING OF BID PRICING PROHIBITED

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

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

## A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an Agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
  - 1. The mistake is clearly evident in the solicitation document; or
  - 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

## A.11 IRREVOCABLE OFFER

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

## A.12 BID EXPENSES

All expenses for making bids to Owner are to be borne by the bidder.

#### A.13 RESERVED RIGHTS

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

The <u>lowest</u>, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by Owner.

To be <u>responsive</u>, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB.

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

Also, Owner reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information Owner 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.14 APPLICABLE LAWS

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

## A.15 COLLUSION

By submitting a bid to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and <u>has not colluded</u> 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. 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 resulting Agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

## A.16 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 Chapter 112, Part III, Code of Ethics for Public Officers and Employees, Florida Statutes, such bidder will be disqualified from eligibility to perform the Work described in this IFB, 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 Owner that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to perform the Work described in this IFB, 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.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with Owner 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 Owner. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

## A.18 BID FORMS

Bids must be submitted on the provided 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 bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety. Failure to comply shall result in bidder being deemed nonresponsive.

## A.19 AGREEMENT FORMS

The Agreement resulting from the Acceptance of a bid shall be in the form of the Agreement stated in this IFB, which is attached herein.

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 Owner. (Note: Agreement must be approved in accordance with Chapter 2-26 of the Manatee County Code of Laws and the Administrative Standards and Procedures Manual approved by the County Administrator).

#### A.20 LEGAL NAME

Bids shall clearly indicate the <u>legal name</u>, <u>address</u> and <u>telephone number</u> of the bidder on the Bid Form. Bid Forms shall be <u>signed</u> above the <u>typed or printed name</u> and <u>title</u> of the signer. The signer must have the authority to bind the bidder to the submitted bid.

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

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

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

## A.21 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

## A.22 TAXES

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

The Contractor shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

## A.23 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the IFB documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

#### A.24 AUTHORIZED PRODUCT REPRESENTATION

The bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in Owner's sole discretion, be deemed a material breach of the resulting Agreement, and shall constitute grounds for Owner's immediate termination of the resulting Agreement.

## A.25 ROYALTIES AND PATENTS

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

#### A.26 AMERICANS WITH DISABILITIES ACT

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

## A.27 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, Owner hereby notifies all bidders 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 bid award.

#### A.28 MBE/DBE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. This service may be directly accessed at: <a href="http://www.osd.dms.state.fl.us/iframe.htm">http://www.osd.dms.state.fl.us/iframe.htm</a>. If you have any questions regarding this State service, please contact their office at (850) 487-0915.

The DBE goal for this contract is 9.91%.

## A.29 MATHEMATICAL ERRORS

Bid Forms without mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

## A.30 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 Owner 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 Work and other evidence of qualification for each such Subcontractor, supplier, persons or organization if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, Owner may, before the notice of intent to award is given, request the successful bidder to submit an acceptable substitute without an increase in Contract Sum or Contract Time.

If successful bidder declines to make any such substitution, Owner may award the resulting Agreement to the next lowest qualified bidder that proposes to use acceptable

Subcontractors, suppliers, and other persons who Owner does not make written objection to. Successful bidder shall not be required to employ any Subcontractor, supplier, other person or organization who successful bidder has reasonable objection to

Subcontractors shall be bound by the terms and conditions of the resulting Agreement insofar as it applies to their Work, but this shall not relieve the successful bidder from the full responsibility to Owner for the proper completion of all Work to be executed under the resulting Agreement.

## A.31 E-VERIFY

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

Vendor/Contractor 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.

## A.32 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this IFB become "Public Records", and shall be subject to public disclosure consistent with Florida Statues, Chapter 119.

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

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

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

Pursuant to Section 119.0701, Florida Statutes, in any Agreement entered into by Owner wherein the successful bidder is acting on behalf of Owner, successful bidder must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that Owner would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to Owner all public records in possession of successful bidder upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to Owner in a format that is compatible with Owner's information technology systems.

## A.33 VENDOR REGISTRATION

Registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify local businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a Purchasing staff member assist you.

## Quick steps to registration: www.mymanatee.org/purchasing

A link to Vendor Registration is listed on the Purchasing Division's web page under "Register as a Vendor". Click on "Vendor Registration Form" for on-line input.

Registration is not mandatory; however, by taking the time to register, you are helping Owner to provide timely notification of quotation, bid and proposal opportunities to your business.

## A.34 ENVIRONMENTAL SUSTAINABILITY

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.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with

their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

## A.35 ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at <a href="mailto:lori.bryan@manateeclerk.com">lori.bryan@manateeclerk.com</a>.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: SCOPE OF WORK, BID SUMMARY, CONSTRUCTION AGREEMENT FOR STIPULATED SUM, AND GENERAL CONDITIONS OF THE CONSTRUCTION AGREEMENT, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

**END OF SECTION A** 

## SECTION B SCOPE OF WORK

#### **B.01 SCOPE OF WORK**

The Work consists The Work consists of widening Morgan Johnson Road (57<sup>th</sup> Street East) @ SR 64, enclosing the drainage ditch, storm sewer construction and modifications to the traffic signals at SR 64 in order to accommodate dual left hand turning movements and a combined through right hand turning movement. Included in this Scope of Work is milling and resurfacing of the intersection and roadway.

The Governing Standards and Specifications for this project is the Florida Department of Transportation 2015 Design Standards and revised Index Drawings, as appended herein, and Division II and III of the 2015 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards Click on the "Design Standards" link at the following web site: <a href="http://www.dot.state.fl.us/rddesign/">http://www.dot.state.fl.us/rddesign/</a>

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site: <a href="http://www.dot.state.fl.us/specificationsoffice/">http://www.dot.state.fl.us/specificationsoffice/</a>

All required MOT shall be provided by the Contractor and approved by Owner.

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

The Successful Bidder 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 Bid Documents or not.

## **B.02 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. Only one (1) bid shall be considered, <u>based on a construction time period of 240 calendar days.</u>

#### **B.03 LIQUIDATED DAMAGES**

If the successful bidder fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the successful bidder, as liquidated damages and not as a penalty, the sum of \$1074.00 per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of

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

## **B.04 CONTRACT CONTINGENCY WORK**

Contract contingency is a monetary allowance used solely at Owner's discretion to handle unexpected conditions as required to satisfactorily complete the Work in accordance with the IFB documents. A Field Directive must be issued by an authorized Owner representative to authorize use of contract contingency funds.

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

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

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

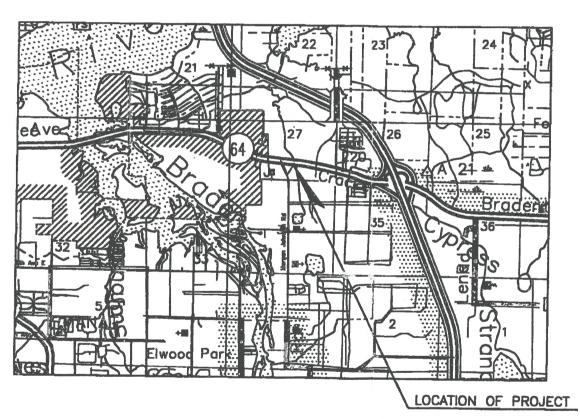
**END OF SECTION B** 

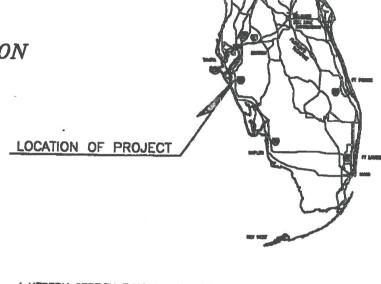
#### INDEX OF ROADWAY PLANS

SHEET NUMBER	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF QUANTITIES
3	TYPICAL SECTION
4	PROJECT SURVEY
5	PLAN SHEET
6-7	DRAINAGE STRUCTURES SHEETS
8-9	CROSS SECTION SHEETS
10	SIGNING AND MARITING SHEET
11	SIGNAL GENERAL NOTES
12	SIGNAL PLAN SHEET
13-18	TRAFFIC CONTROL PLAN



MANATEE COUNTY, FLORIDA SR 64 AND MORGAN JOHNSON ROAD INTERSECTION COUNTY PROJECT NO. 6086360 FINANCIAL PROJECT ID 429871-1-58-01 (FEDERAL FUNDS)





I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA PRACTICING WITH URS, AND THAT THESE PLANS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION. I HEREBY APPROVE THESE PLANS AS SIGNED AND SEALED.

ENGINEER OF RECORDS

ROBERT N. JULIUS, P.E., 54039
22 June 15

PLANS PREPARED BY:

## 11:15

URS CORPORATION SOUTHERN 212 EAST MAIN STREET BARTOW, FLORIDA 33830 (863) 519-9504

CERTIFICATE OF AUTHORIZATION NO. 00000002

GOVERNING STANDARDS AND SPECIFICATIONS:
Florida Department of Transportation 2015 Design Standards and revised Index
Drawings, as appended herein, and Divisions II and III of the July 2015 Standard
Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Design Standards" link at the following web site: <a href="http://www.dot.state.fi.us./rddesign/">http://www.dot.state.fi.us./rddesign/</a>

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site: http://www.dot.state.fl.us/specificationsoffice/

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BY	
MU	Adjusted Governing Standards note.
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ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SHEET NO.

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY		
			P	F	
101-1	MOBILIZATION	LS	1		
102-1	MAINTENANCE OF TRAFFIC	LS	1		
102-14	TRAFFIC CONTROL OFFICER	MH	40		
102-60	WORK ZONE SIGNS	ED	1980		
102-74-1	BARRICADES (TYPE I, II, VP, & DRUM)	ED	3285		
102-74-2	BARRICADES (TYPE III)	ED	105		
102-76	ADVANCED WARNING ARROW PANEL	ED	15		
102-77	HIGH INTENSITY FLASHING LIGHT	ED	540		
102-99	CHANGEABLE VARIABLE MESSAGE SIGN	ED	180		
104-18	INLET PROTECTION SYSTEM	EA	3		
110-1-1	CLEARING AND GRUBBING	LS	1	- , , , , , , , , , , , , , , , , , , ,	
120-1	REGULAR EXCAVATION	CY	64		
120-6	EMBANKMENT	CY	164		
			400		
160-4	STABILIZATION TYPE B	SY	499		
285-709	BASE OPTIONAL GROUP 9 (6" TYPE B)	SY	404		
327-70-6	MILLING EXIST. ASPH. PAVMT. (1 1/2")	SY	1826		
334-1-13	SUPERPAVE (TRAFFIC C)	TN	34		
337-7-43	FRICTION COURSE FC-12.5 (1 1/2")	TN	184		
405 1 701	INJETTO (CHIPD) (TYPE D. C) (<10')		1	·	
425-1-361	INLETS (CURB) (TYPE P-6) (<10')	EA	1		
425-1-451	INLETS (CURB) (TYPE J-5) (<10')	EA	1		
425-1-541	INLETS (DT BOT) (TYPE D) (<10')	EA	1		
425-2-41	MANHOLE (P-7) (<10')	EA	2		
430-175-118	PIPE CONCRETE CULVERT (18" SS)	LF	133		
430-175-124	PIPE CONCRETE CULVERT (24" SS)	LF	4		
430-175-130	PIPE CONCRETE CULVERT (30" SS)	LF	16		
520-1-10	CURB AND GUTTER (TYPE F)	LF	334		
522-1	SIDEWALK CONCRETE (4" THICK)	SY	139		
527-2	DETECTABLE WARNINGS	SF	28		
570-1-2	TURF COMPLETE (SODDING)	SY	409		

PAY ITEM NO.	DESCRIPTION	UNIT	QUAN	ITITY
			Р	F
700-1-5	SINGLE SIGN POST (RELOCATE)	AS	2	
706-3	RETRO-RELFECTIVE PAVEMENT MARKER	EA	44	
711-11-121	THERMO SOLID STRIPE (WHITE) (6")	LF	836	
711-11-122	THERMO SOLID STRIPE (WHITE) (8")	LF	214	
711-11-123	THERMO SOLID STRIPE (WHITE) (12")	LF	98	
711-11-125	THERMO SOLID STRIPE (WHITE) (24")	LF	132	
711-11-131	THERMO STRIPE SKIP (WHITE) (6")	LF	80	
711-11-160	MESSAGE (THERMO)	EA	3	
711-11-170	DIRECTIONAL PAVMT ARROWS (THERMO)	EA	11	
711-11-221	THERMO SOLID STRIPE (YELLOW) (6")	LF	672	
711-11-231	THERMO STRIPE SKIP (YELLOW) (6")	LF	104	

711—XX—XXX THE CONTRACTOR SHALL INSTALL PAVEMENT MARKINGS AS PER THESE PLANS WITH PAINT UPON COMPLETION OF FINAL FRICTION COURSE. AFTER 30 DAYS THE CONTRACTOR SHALL RE—INSTALL THE MARKINGS WITH THERMOPLASTIC. THE COST OF INSTALLING PAVEMENT MARKINGS WITH PAINT SHALL BE INCLUDED WITH THE COST OF THERMOPLASTIC PAVEMENT MARKINGS.

PAY ITEM NO.	DESCRIPTION		QUANTITY		
			P	F	
630-2-11	CONDUIT (F&I) (OPEN TRENCH)	LF	196		
630-2-12	CONDUIT (F&I) (DIRECTIONAL BORE)	LF	70		
632-7-1	SIGNAL CABLE (F&I)	PI	1		
635-2-11	PULL BOXES (F&I)	EA	4		
646-1-11	ALUMINUM SIGNAL POLE (F&I) (PEDESTAL)	EA	2		
650-1-311	TRAFFIC SIGNAL (3-SECT) (1-WAY)	AS	2		
650-1-511	TRAFFIC SIGNAL (5-SECT) (1-WAY)	AS	2		
653-191	PEDESTRIAN SIGNAL (F&I) (LED COUNTDOWN)	AS	2		
665-1-11	PEDESTRIAN DETECTOR (F&I)	EA	2		
670-5-411	TRAFFIC CONTROLLER ASSEMBLY (MODIFY)	AS	1		
690-10	REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	EΑ	3		
690-20	REMOVE SIGNAL PEDESTRIAN ASSEMBLY	EΑ	2		
690-31	REMOVE SIGNAL PEDESTAL	EΑ	2		
690-70	REMOVE DETECTOR PEDESTRIAN ASSEMBLY	EΑ	2		
690-90	REMOVE CONDUIT AND CABLING	PI	1		
690-100	REMOVE MISCELLANEOUS SIGNAL EQUIPMENT	PI	1		

102-1 INCLUDES TEMPORARY PAVEMENT, TEMPORARY FENCING, RELOCATING FENCE, AND SIGNAL MODIFICATIONS DETAILED IN THE PLAN SET. ALSO INCLUDES ALL INCIDENTAL ITEMS NECESSARY FOR IMPLEMENTING AND MAINTAINING THE TRAFFIC CONTROL PLAN NOT ITEMIZED UNDER INDIVIDUAL PAY ITEMS.

110-1-1 TO INCLUDE THE REMOVAL OF EXISTING SIDEWALK AND CURB & GUTTER.

425 THRU 430 COST OF ALL DEWATERING ACTIVITIES, TEMPORARY SHORING, TRENCH BOXES, EQUIPMENT, INCLUDING LABOR AND INCIDENTAL ITEMS IS TO BE INCLUDED IN THE UNIT PRICE OF STORM SEWER, INLETS AND ASSOCIATED ITEMS. ALSO TO INCLUDE COST TO INSPECT ALL EXISTING DRAINAGE PIPES AND STRUCUTRES TO BE UTILIZED WITHIN THE CONSTRUCTION LIMITS AND REMOVE ANY INTERNAL DERBIS

430-xx-xxx CONTRACTOR TO INSTALL CLASS III CONCRETE PIPE ONLY, UNLESS OTHERWISE CALLED FOR IN THE PLANS

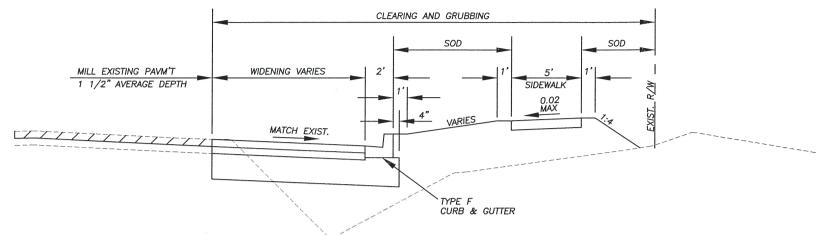
570-1-2 ALL DISTURBED AREAS SHALL BE SODDED; FROM EDGE OF PAVEMENT TO R/W.

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					No. 00000002	
				ROBERT	N. JULIUS, P.E. 54039	
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WIDENING

FC FC 12.5 (TRAFFIC C) 1 1/2" SP STRUCTURAL (TRAFFIC C) 1 1/2" BASE GROUP 9 (6" TYPE B 12.5) 12" TYPE B STABILIZATION (LBR 60)

MILLING

MILL 1 1/2" OF EXISTING PAVEMENT APPLY FC FC 12.5 (TRAFFIC C) 1 1/2"

TYPICAL SECTION

## UTILITY CONTACTS

TOM WRIGHT BRIGHT HOUSE NETWORKS 5413 SR 64 EAST BRADENTON, FL 34208 (941) 748–3816

GREG COKER GREG CORER FLORIDA POWER & LIGHT 1253 12TH AVENUE EAST PALMETTO, FL 34221 (941) 723–4430

DENISE HUTTON VERIZON FLORIDA INC. 1701 RINGLING BLVD. SARASOTA, FL 34236 (941) 906–6722

DAN SHANAHAN TECO PEOPLES GAS 8261 VICO CT. SARASOTA, FL 34240 (941) 342–4006

ARLAN CUMMINGS CITY OF BRADENTON 1411 9TH STREET BRADENTON, FL 34205 (941) 708-6300 EXT. 224 KATHY MCMAHON MANATEE COUNTY UTILITY DEPT. 4422—C 66TH AVE. BRADENTON, FL 34210 (941) 792-8811

## GENERAL NOTES

- 1. UNLESS OTHERWISE NOTED, ALL FINISH GRADE ELEVATIONS REFER TO THE TOP OF FINISHED ASPHALT, CONCRETE, OR GRADED EARTHWORK.
- 2. ALL EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
- 3. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY SURVEYOR WITHOUT DELAY.
- 4. THE CONTRACTOR IS TO VERIFY ALL UTILITIES WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS AT LEAST 24 HOURS PRIOR TO ANY EXCAVATION ACTIVITIES. CALL SUNSHINE (1-800-432-4770).

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				Bartow, FL 33830-4631	
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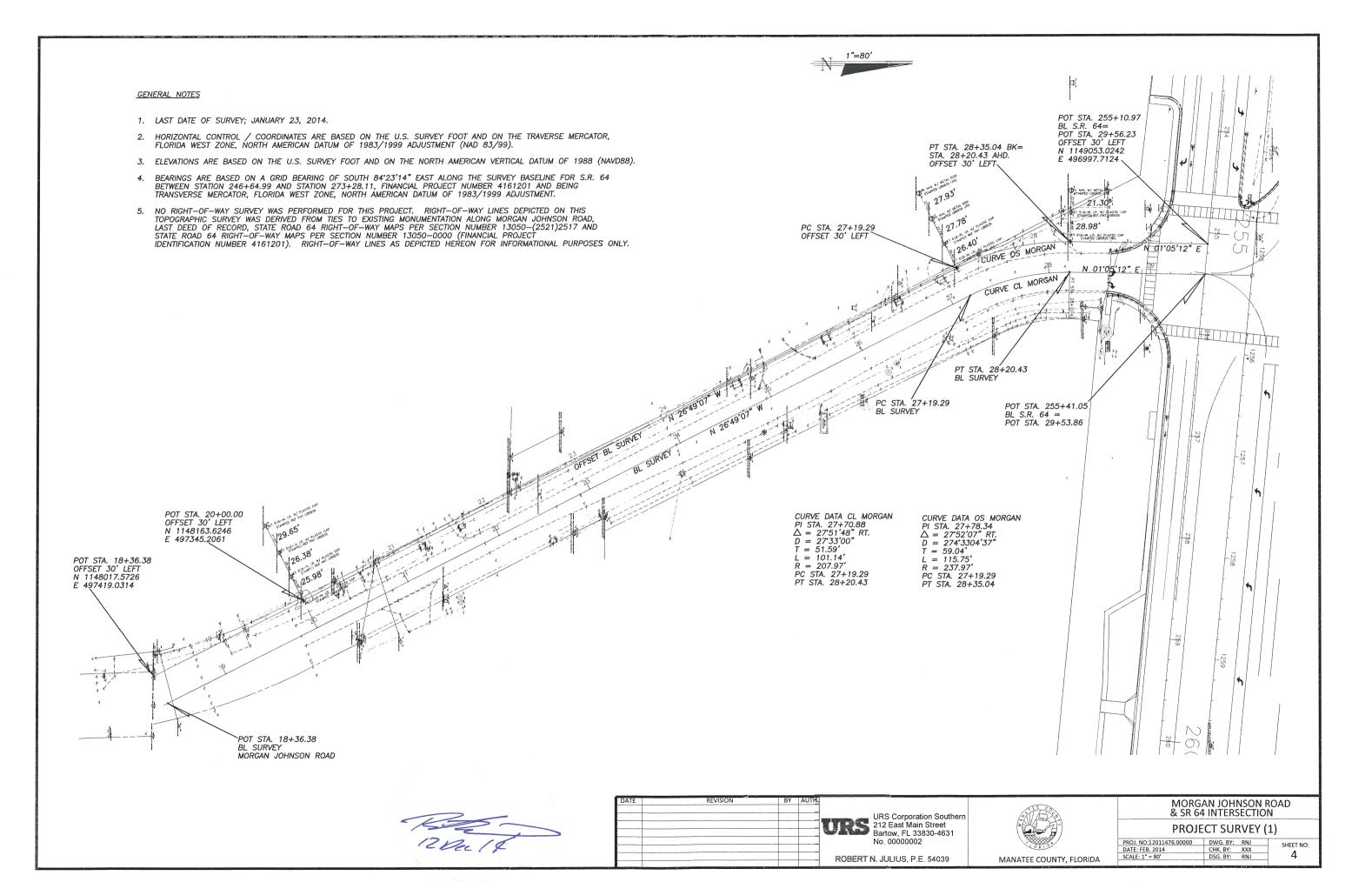


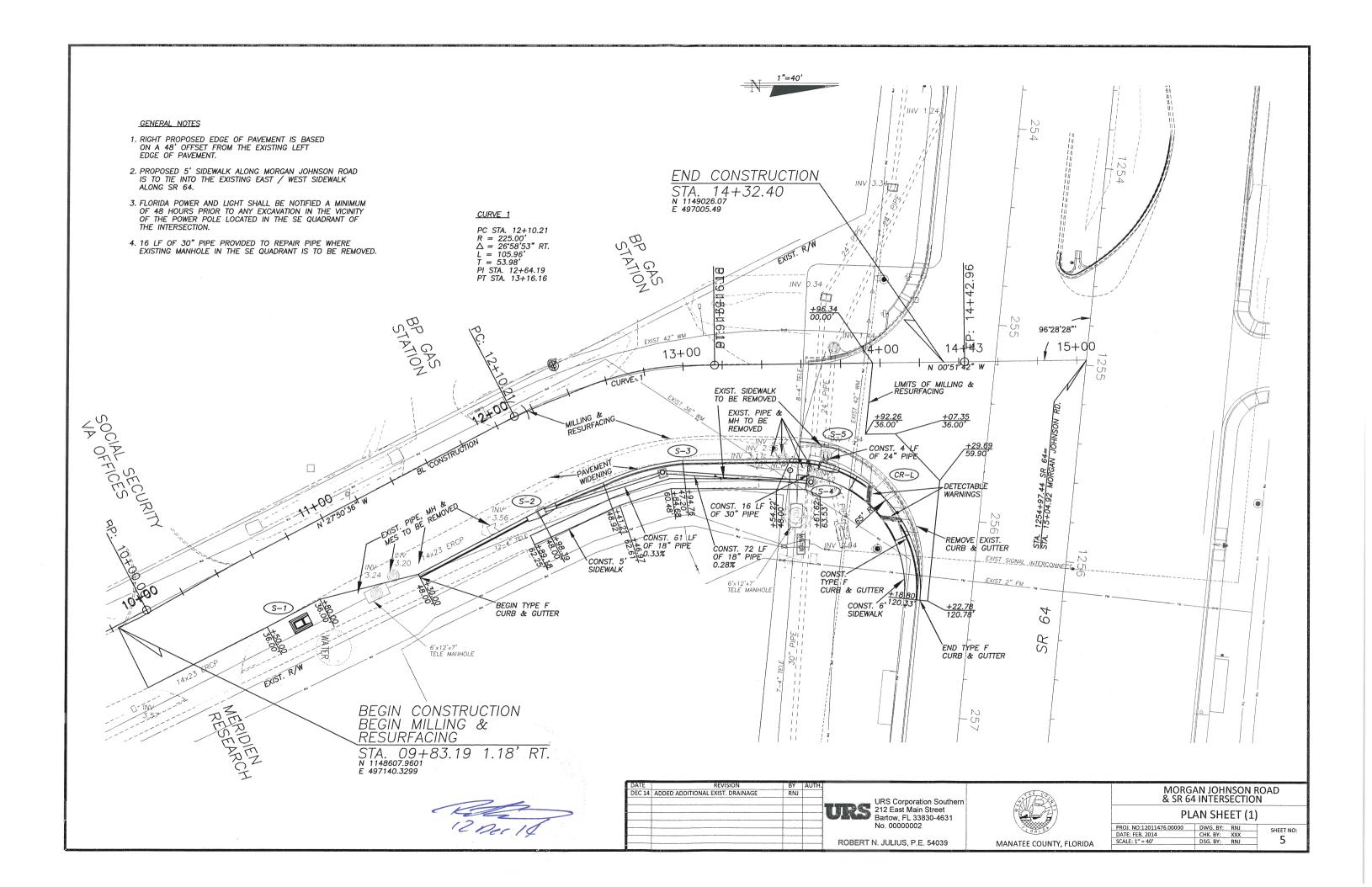
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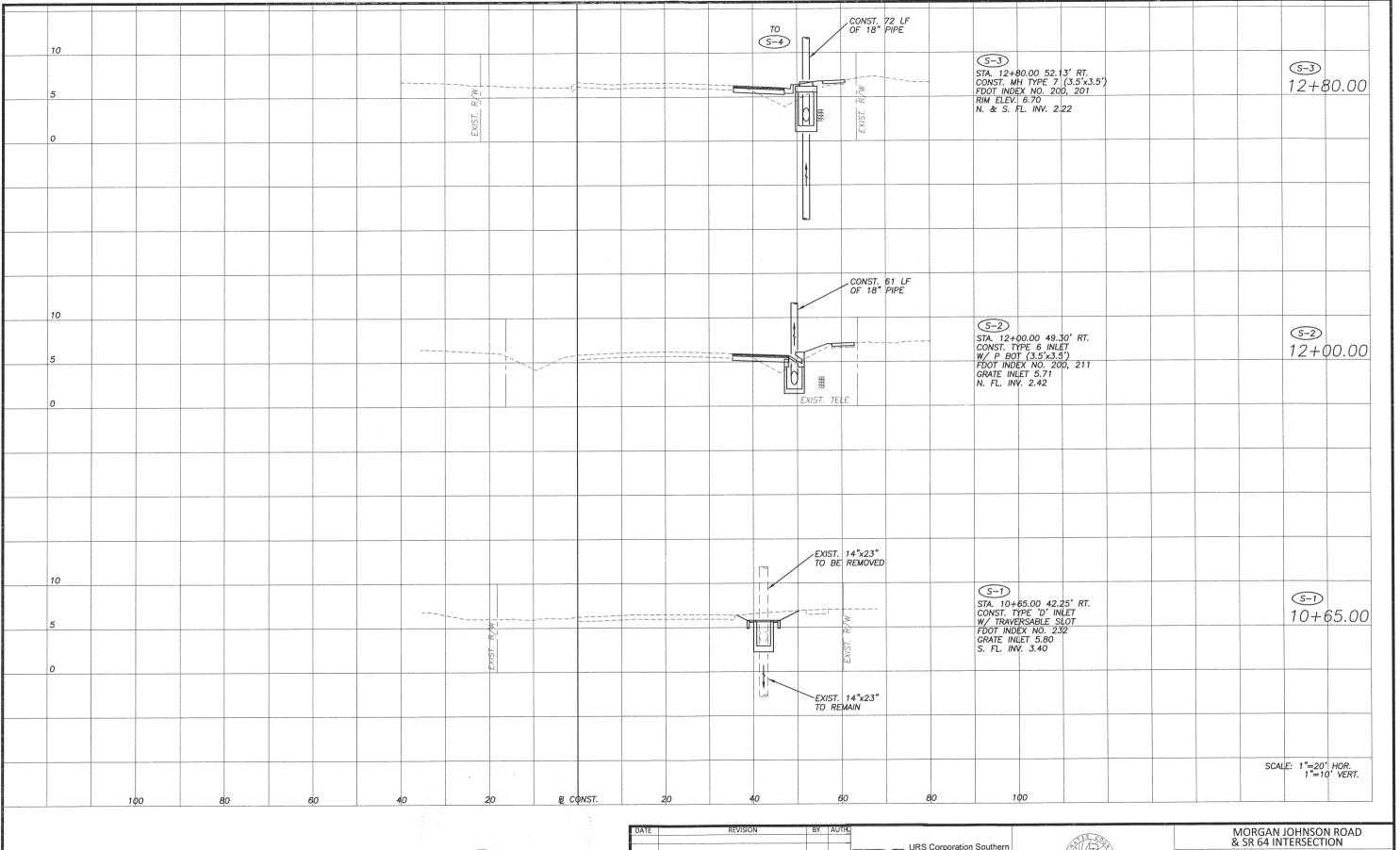
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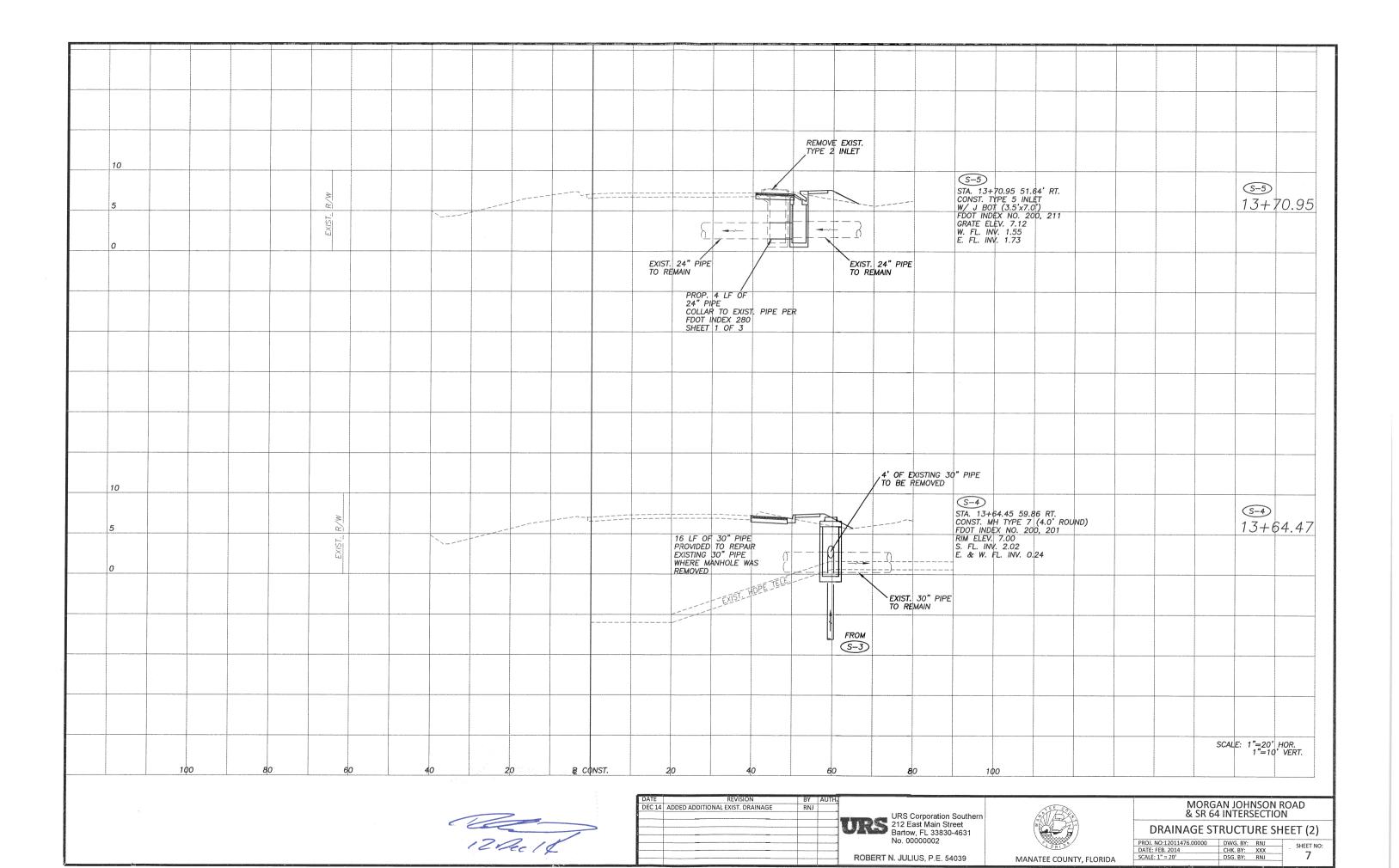
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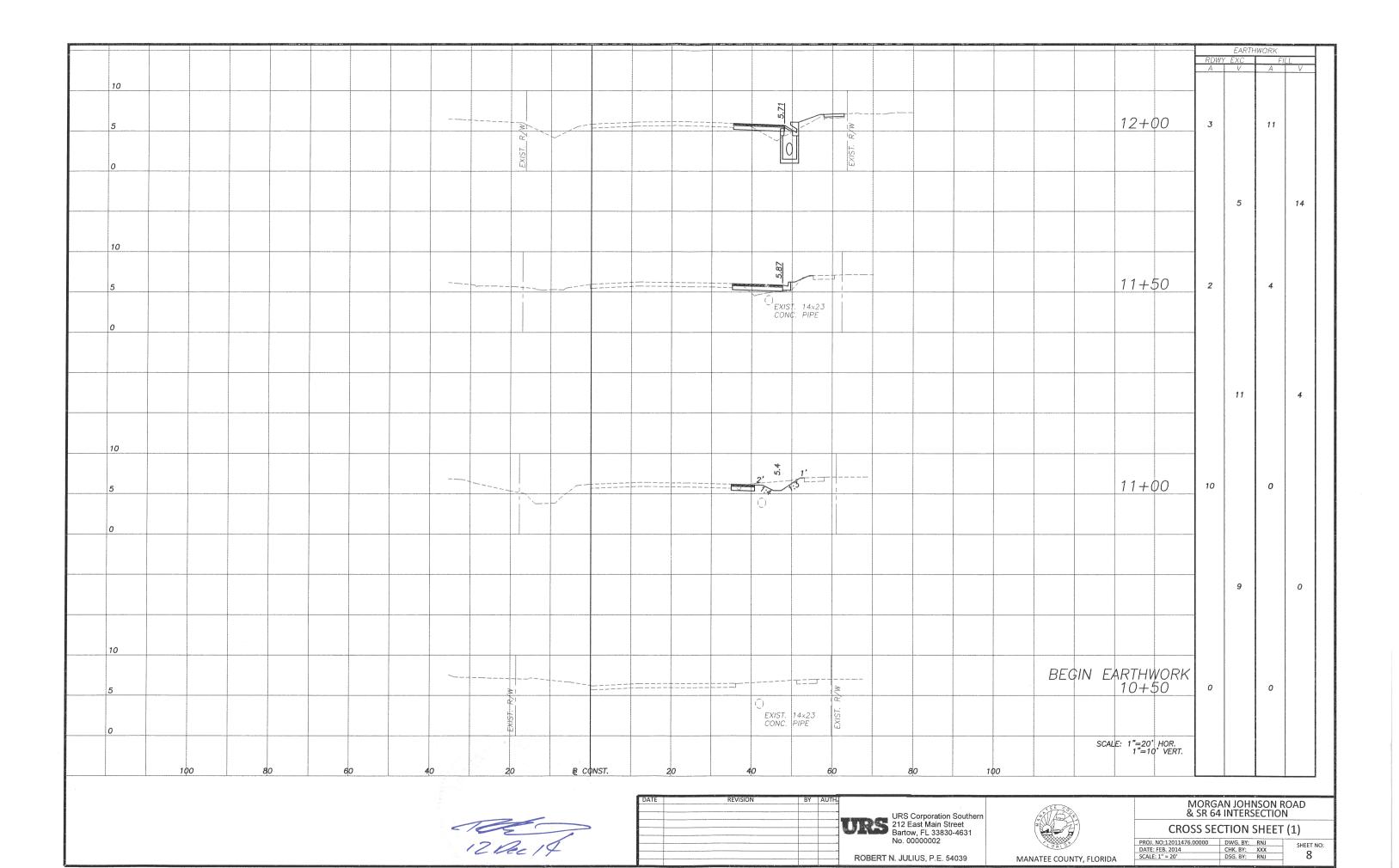


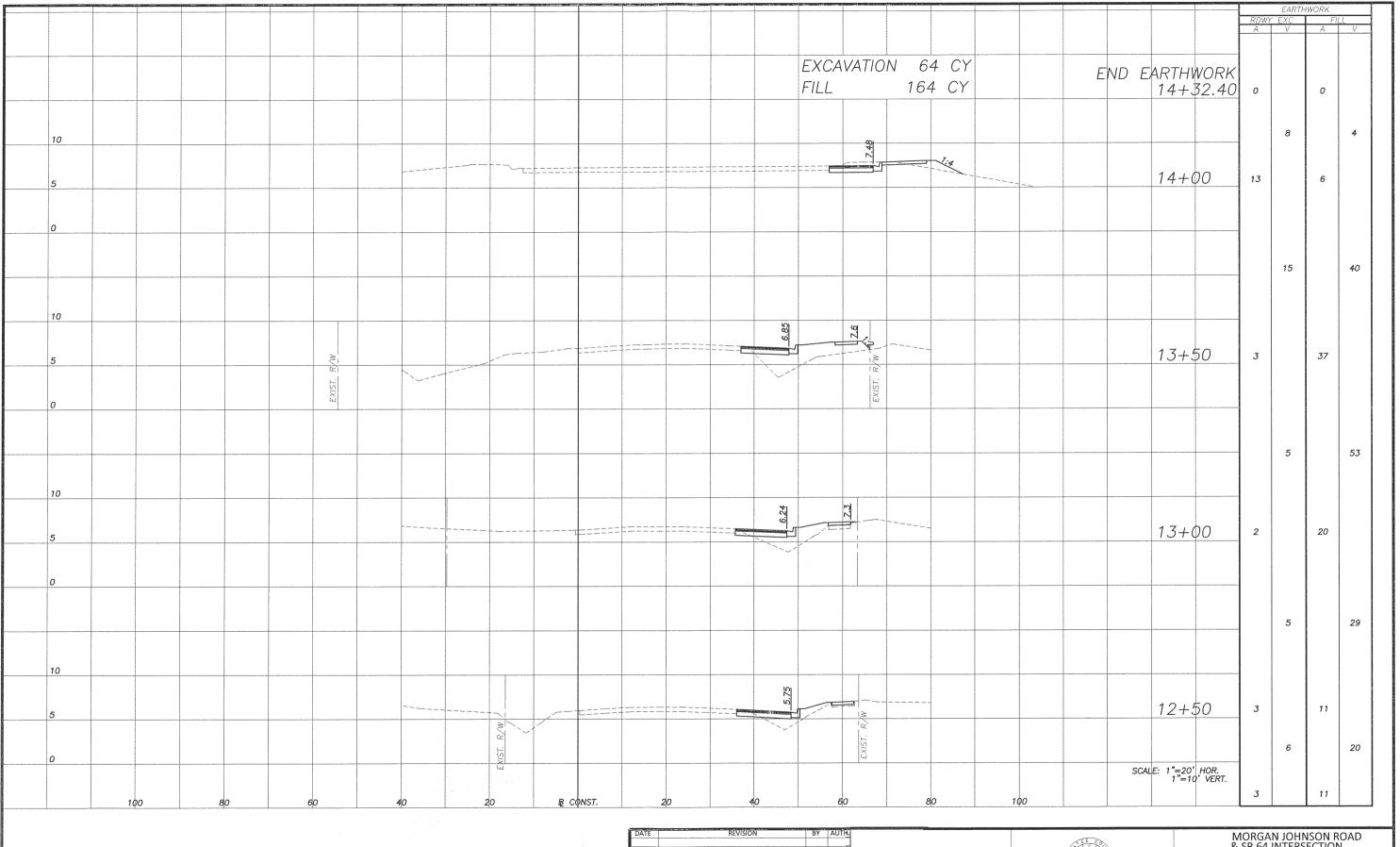
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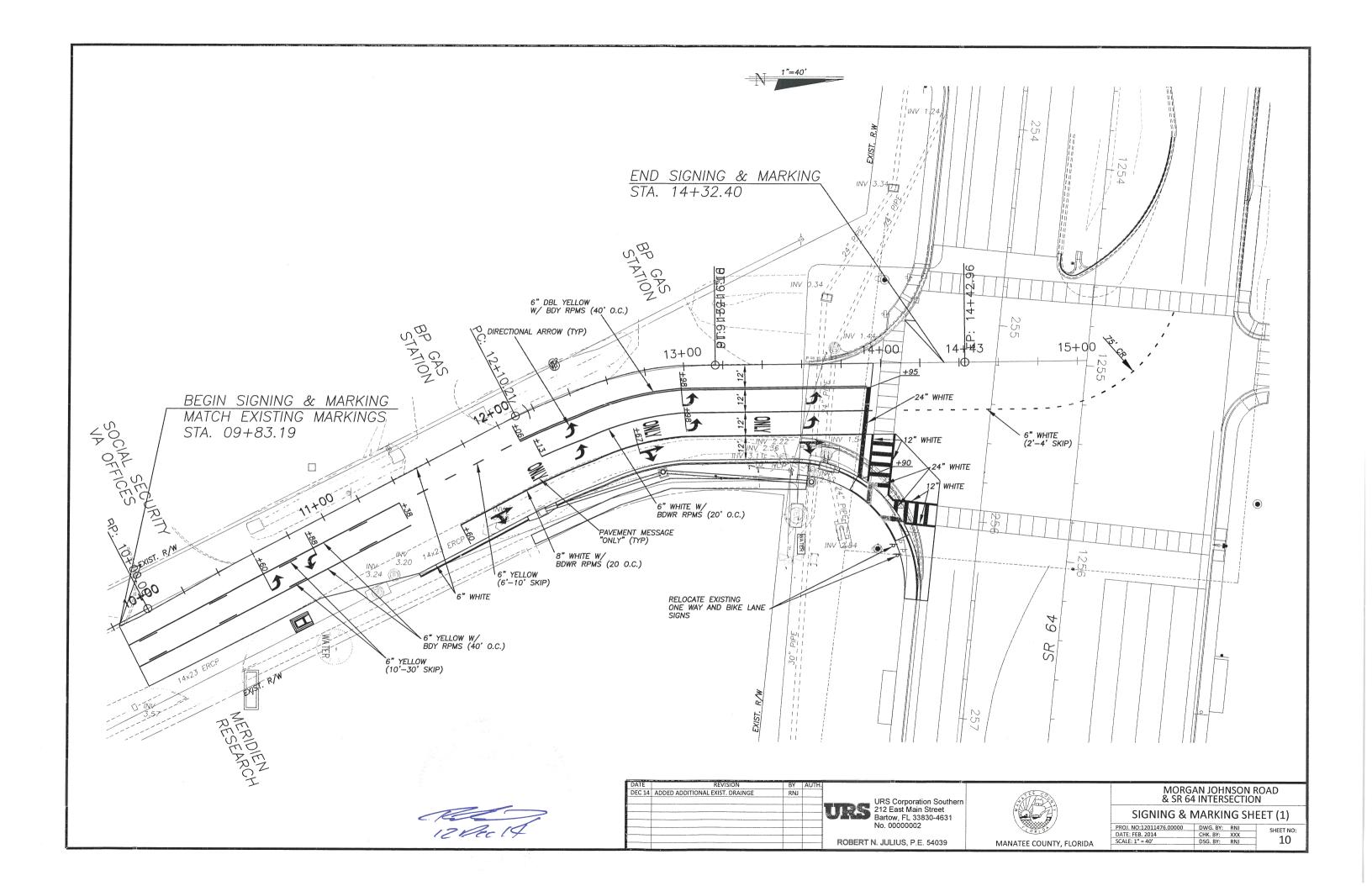




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GENERAL NOTES

- CONTACT MANATEE COUNTY PROJECT MANAGEMENT DEPARTMENT BEFORE STARTING WORK, CHECKING FOR UPDATES ON STANDARDS OR OTHER INFORMATION.
- 2. ONE WEEK PRIOR TO THE BEGINNING OF THE TRAFFIC SIGNAL INSTALLATION, LOOP CUTTING, OR TURN ON OF A NEW SIGNAL, THE CONTRACTOR SHALL NOTIFY:

MANATEE COUNTY PROJECT MANAGEMENT DEPT. 1026 26TH AVE. EAST BRADENTON, FL. 34208 PHONE: (941) 708-7450 MANATEE COUNTY TRAFFIC MANAGEMENT DEPT. 1026 26TH AVE. EAST BRADENTON, FL. 34208 PHONE: (941) 708-7463

- ALL FDOT SPECIFICATIONS WILL BE FOLLOWED, EXCEPT WHEN FDOT AND MANATEE COUNTY SPECIFICATIONS DIFFER, MANATEE COUNTY SPECIFICATIONS TAKE PRECEDENCE, IF MANATEE COUNTY IS MORE STRINGENT. MANATEE COUNTY TRAFFIC SIGNAL SPECIFICATIONS WILL BE SUPPLIED TO THE CONTRACTOR BY THE PROJECT MANAGEMENT DEPARTMENT.
- 4. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR THE SIGNAL MAINTENANCE, TIMING AND OPERATION OF ANY AND ALL SIGNALS AND SIGNAGE FROM THE COMMENCEMENT TO THE ACCEPTANCE OF THE PROJECT (IE: EXISTING LOOPS CUT, SYSTEM COMMUNICATION TERMINATED, LANE OR PAVEMENT MODIFICATIONS, PEDESTRIAN MODIFICATIONS). MANATEE COUNTY WILL ASSIST IN PROVIDING EXISTING SYSTEM TIMES WHEN POSSIBLE.
- 5. THE CONTRACTOR MUST NOTIFY THE TRAFFIC ENGINEERING DIVISION AT LEAST 2 BUSINESS DAYS IN ADVANCE TO SCHEDULE THE FINAL INSPECTION.

WHEN CONSTRUCTION IS COMPLETE, PROVIDE 3 HARD COPY SETS OF "AS—BUILT" PLANS, 2 SETS OF ISMA INSPECTION FORMS, AND ONE CD OF RECORD DRAWINGS IN ADOBE ACROBAT(.PDF) AND AUTOCAD (.DWG) FORMAT TO MANATEE COUNTY TRAFFIC ENGINEERING DIVISION. RECORD DRAWINGS AND INSPECTION FORMS MUST BE DELIVERED AT LEAST 2 BUSINESS DAYS PRIOR TO SCHEDULING THE FINAL INSPECTION.

MANATEE COUNTY TRAFFIC DIVISION TRAFFIC DIVISION MANAGER (VISHAL KAKKAD, PE, PTOE) 2101 47TH TERRACE EAST BRADENTON. FL. 34203

A SET OF AS-BUILT PLANS IN ELECTRONIC FORM (PDF) SHALL ALSO BE SENT TO;

FDOT TRAFFIC OPERATIONS
RENJAN JOSEPH, P.E., TRAFFIC SIGNAL SYSTEM MANAGER
801 N. BROADWAY AVE.
P.O. BOX 1249
BARTOW, FL 33830—1249
EMAIL: RENJAN.JOSEPH@DOT.STATE.FL.US
PHONE: 863—519—2746

- 6. THE SIGNAL CONTRACTOR SHALL BE AVAILABLE TO RESPOND TO TROUBLE CALLS TWENTY—FOUR HOURS A DAY, SEVEN DAYS A WEEK FOR THE DURATION OF THE PROJECT. THE PRIME CONTRACTOR SHALL PROVIDE CONTACT NUMBERS FOR THE SIGNAL CONTRACTOR TO THE TRAFFIC MANAGEMENT DIVISION AT COMMENCEMENT OF PROJECT. FURTHERMORE, WITHIN TWO HOURS OF NOTIFICATION OR DOCUMENTED ATTEMPTED NOTIFICATIONS, THE SIGNAL CONTRACTOR SHALL BE ON SITE MAKING NEEDED REPAIRS OR MODIFICATIONS. FAILURE TO MEET THE TIME REQUIREMENTS SHALL GIVE THE COUNTY, AT ITS DISCRETION, THE RIGHT TO REQUEST ASSISTANCE FROM THE MANATEE COUNTY SHERIFF'S DEPARTMENT TO CONTROL TRAFFIC FOR THE PERIOD OF TIME UNTIL THE CONTRACTOR RESPONDS AND MAKES THE NEEDED REPAIRS, THE COST FOR THE MANATEE COUNTY SHERIFF'S OFFICE SHALL BE THE RESPONSIBILITY OF THE PRIME CONTRACTOR.
- 7. THE SIGNAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND EMERGENCY REPAIR WORK OF ALL TRAFFIC SIGNAL SCHOOL FLASHER, WARNING FLASHER, ROADWAY LIGHTING, COUNT STATIONS, AND ANY OTHER TRAFFIC RELATED DEVICE LOCATED WITHIN THE CONSTRUCTION ZONE. THE TRANSFER OF RESPONSIBILITY SHALL OCCUR ON THE FIRST DAY OF THE CONTRACT.
- 8. THE SIGNAL CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES IN WRITING WITHIN 48 HOURS OF CONSTRUCTION START DATE. THE CONTRACTOR SHALL GIVE THE LOCATION, START DATE, AND EMERGENCY CONTRACT NUMBERS FOR AFTER HOURS REPAIRS.

MANATEE COUNTY TRAFFIC MANAGEMENT 2904 12TH ST. CT. E BRADENTON, FL. 34208 (941) 708-7510

MANATEE SHERRIF'S OFFICE 515 11TH ST. W BRADENTON, FL. 34205 (941) 747–3011

FLORIDA HIGHWAY PATROL P.O. BOX 20009 BRADENTON, FL. 34203 (941) 751-7646

- EXISTING SIGNALIZATION SHALL REMAIN IN PLACE TO THE EXTENT POSSIBLE, INCLUDING VEHICLE
  ACTUATION AND PEDESTRIAN SIGNAL OPERATION, AND SHALL BE USED FOR MAINTENANCE OF
  TRAFFIC AS REQUIRED.
- 10. ALL ACTUATED PHASES SHALL BE MAINTAINED DURING THE PROJECT WITH THE USE OF VIDEO OR MICROWAVE DETECTORS OR THE INSTALLATION OF LOOPS WITHIN 48 HOURS FROM WHEN THEY WERE DAMAGED.

- 11. THE CONTRACTOR SHALL MAINTAIN COMMUNICATION BETWEEN THE INTERSECTION AND THE COMPUTERIZED SIGNAL SYSTEM, VIA DEDICATED VERIZON TELEPHONE LINES THROUGH THE DURATION OF THE PROJECT AND FOR ANY ADDITIONAL COSTS RELATED TO MAINTAINING COMMUNICATIONS. THE COUNTY WILL CLEARLY MARK THE VERIZON SERVICE OR COUNTY INTERCONNECT POINT PRIOR TO THE CONTRACTOR DOING ANY WORK AT THE INTERSECTION. THE CONTRACTOR WILL CONTACT THE PROJECT MANAGEMENT DEPARTMENT ONE WEEK PRIOR TO ANY WORK WHICH MAY CAUSE DISRUPTION OF PHONE OR INTERCONNECT SERVICE TO ESTABLISH A TEMPORARY SERVICE POINT. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING SUCH FIELD MODIFICATIONS WITH VERIZON OR THE TRAFFIC MANAGEMENT DIVISION.
- 12. PRIOR TO ORDERING MATERIALS, THE SIGNAL CONTRACTOR SHALL CONTACT THE TRAFFIC MANAGEMENT DIVISION THROUGH THE PROJECT MANAGEMENT DEPARTMENT AND VERIFY CURRENT COLOR CODES TO BE USED AND INTERCONNECT CABLE.
- 13. UPON PASSING THE FINAL INSPECTION THE CONTRACTOR SHALL SEND A WRITTEN REQUEST TO THE PROJECT MANAGEMENT DEPARTMENT AND TO THE TRANSPORTATION DEPARTMENT TO TRANSFER MAINTENANCE FROM THE CONTRACTOR TO MANATEE COUNTY. MANATEE COUNTY SHALL RESPOND WITHIN 5 DAYS TO ESTABLISH A TIME TABLE FOR THE TRANSFER OF MAINTENANCE RESPONSIBILITY.
- 14. UNLESS OTHERWISE NOTED ALL REMOVED EQUIPMENT EXCEPT CONCRETE POLES SHALL BE TURNED OVER TO MANATEE COUNTY AND DELIVERED TO THE TRAFFIC MANAGEMENT DIVISION, LOCATED AT 2904 12TH STREET COURT EAST, BRADENTON, FLORIDA, 34208, AS DIRECTED BY THE ENGINEER. CONCRETE POLES SHALL BE DISPOSED OF BY THE SIGNAL CONTRACTOR IN AREAS PROVIDED BY THE CONTRACTOR.
- 15. AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE IN CLOSE PROXIMITY TO THE SIGNAL POLE FOUNDATION OR CONDUIT RUN, AS DETERMINED BY THE ENGINEER, THE CONTRACTOR WILL HAND DIG THE FIRST 48 INCHES OF THE HOLE FOR THE POLE FOUNDATION OR THE CONDUIT RUN.
- 16. THE LOCATIONS OF UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
- 17. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE SHOWN.
- 18. THE CONTRACTOR TO NOTIFY UTILITY OWNERS OF ANY EXCAVATION OR DEMOLITION ACTIVITY THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) AND SHALL ALSO NOTIFY THOSE UTILITY OWNERS/AGENCIES LISTED WITHIN OR IMPACTED BY THESE PLANS, NOT LESS THAN TWO FULL BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
- EXISTING GENERATOR AND UNINTERRUPTIBLE POWER SUPPLY (UPS) CABINETS ARE TO REMAIN AS INDICATED ON THE PLANS.

PAY ITEM NOTES

630-2-11 AND 630-2-12
USE A MINIMUM 2" DIAMETER PVC CONDUIT FOR ALL SIGNAL, PEDESTRIAN, AND DETECTION FUNCTIONS.

IN LIEU OF THE INSTALLATION OF NEW CONDUIT, EXISTING CONDUIT (IF NOT DAMAGED) MAY BE RE-USED. AS DIRECTED BY THE ENGINEER.

INSTALL CONDUIT UNDER PROPOSED ROADWAY AND/OR SIDEWALK PRIOR TO INSTALLATION OF ROADWAY BASE AND SURFACE OR CONCRETE.

632-7-1

VERIFY THE COLOR CODE OF SIGNAL CABLE WITH THE MAINTAINING AGENCY PRIOR TO WIRING INTERSECTION.

THE CABINET FIELD WIRING, INCLUDING SIGNAL HEAD WIRING AND LEAD—INS, (CABLES NEUTRALS AND SPARES) SHALL BE IDENTIFIED FOR DIRECTION AND OR PHASE WITH CLEARLY MARKED WEATHERPROOF TAGS. THE PROPSED TAGGING SYSTEM SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS. WHITE AND WHITE WITH BLACK WILL BE USED AS A NEUTRAL ONLY.

635-2-1
ALL PULL BOXES AND LIDS SHALL BE TRAFFIC BEARING AND NON-METALLIC TYPE. PULL
BOXES SHALL BE PLACED BEHIND CURB AND GUTTER (WHERE THERE IS NO CURB AND
GUTTER, PULL BOXES SHALL BE PLACED A MINIMUM OF 7' FROM THE EDGE OF PAVEMENT).

650-1-311 USE SIGNAL HEAD SUPPORTING TUBE THAT IS CAPABLE OF ADJUSTING VERTICALLY A MINIMUM OF 1.5 FEET.

DO NOT USE PLASTIC GARBAGE BAGS AS A COVERING FOR CONCEALING SIGNAL HEADS.

USE LOUVERED ALUMINUM SIGNAL HEAD BACK PLATES WITH A 2" YELLOW REFLECTORIZED (TYPE III REFLECTIVITY) OUTER EDGE BORDER AS REQUIRED ON PLAN SHEFTS.

THE EXTERNAL COLOR OF SIGNAL HOUSING SHALL BE BLACK. ALL HEADS SHALL HAVE TUNNEL VISORS. ALL SIGNALS SHALL BE CAST ALUMINUM WITH GLASS LENSES.

PEDESTRIAN SIGNAL HEADS TO BE 16" INTERNATIONAL SYMBOL, LED COUNTDOWN TYPE.

646—1—11 USE LOCKING COLLARS WHEN MOUNTING PEDESTRIAN SIGNAL HEADS TO PEDESTRIAN PEDESTALS.

USE LOCKING COLLARS WHEN MOUNTING ALUMINUM PEDESTRIAN POLES TO PEDESTRIAN PEDESTAL BASES.

USE BREAKAWAY ALUMINUM SQUARE BASE ASSEMBLIES WITH ALUMINUM DOORS FOR PEDESTRIAN PEDESTALS. INSIDE DIAMETER OF PEDESTALS SHALL BE FOUR INCHES (4").

665-1-11
USE PEDESTRIAN BUTTON SIGNAL SIGN FTP-68B-06. STREET NAME SIGN SHALL BE IN ACCORDANCE WITH THE STREET NAMES SHOWN ON THE SIGNALIZATION PLAN SHEETS.

670-5-411

IF NEEDED, CORE-DRILL EXISTING CONTROLLER CABINET BASE AND INSTALL NEW CONDUITS IF SPARE CONDUIT STUB-OUTS CANNOT BE USED. INSTALL NEW CONDUITS INTO THE EXISTING FOUNDATION AS REQUIRED IN PLANS. WHEN ADDITIONAL CONDUITS ARE REQUIRED, THE CONDUIT SHALL BE A MINIMUM OF 3" IN DIAMETER. LOCATE NEW CONDUITS SO THEY WILL NOT OBSTRUCT THE MAINTENANCE OF EQUIPMENT IN THE CABINET OR THE ANCHORING OF THE CABINET FLANGE TO THE CONCRETE FOUNDATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING INTERNAL CABINET AND EQUIPMENT FROM DUST AND DEBRIS CAUSED BY CORE DRILLING.

WHERE SIGNAL PHASES ARE ADDED, THE CONTRACTOR SHALL BE RESPONSIBLE TO REPROGRAM CONTROLLER AND ADJUST COORDINATION TIMINGS. THE COORDINATION TIMINGS WILL BE SUPPLIED TO THE PROJECT ENGINEER UPON REQUEST FROM THE CONTRACTOR. REQUESTS SHOULD BE MADE TO THE TRAFFIC SIGNAL SYSTEM MANAGER AT (863) 519–2746.



REVISION BY AUTH:
URS Corporation Southern
212 East Main Street
Bartow, FL 33830-4631
No. 00000002

PATRICIA LIVAK, P.E. 60049



5/11/1L V/V								
	SIGNAL GE	SIGNAL GENERAL NOTES (1)						
XXXX,/	PROJ. NO:12011476.00000	DWG. BY: RNJ	SHEI					
ORIO	DATE: FEB. 2014	CHK. BY: XXX	3,112					

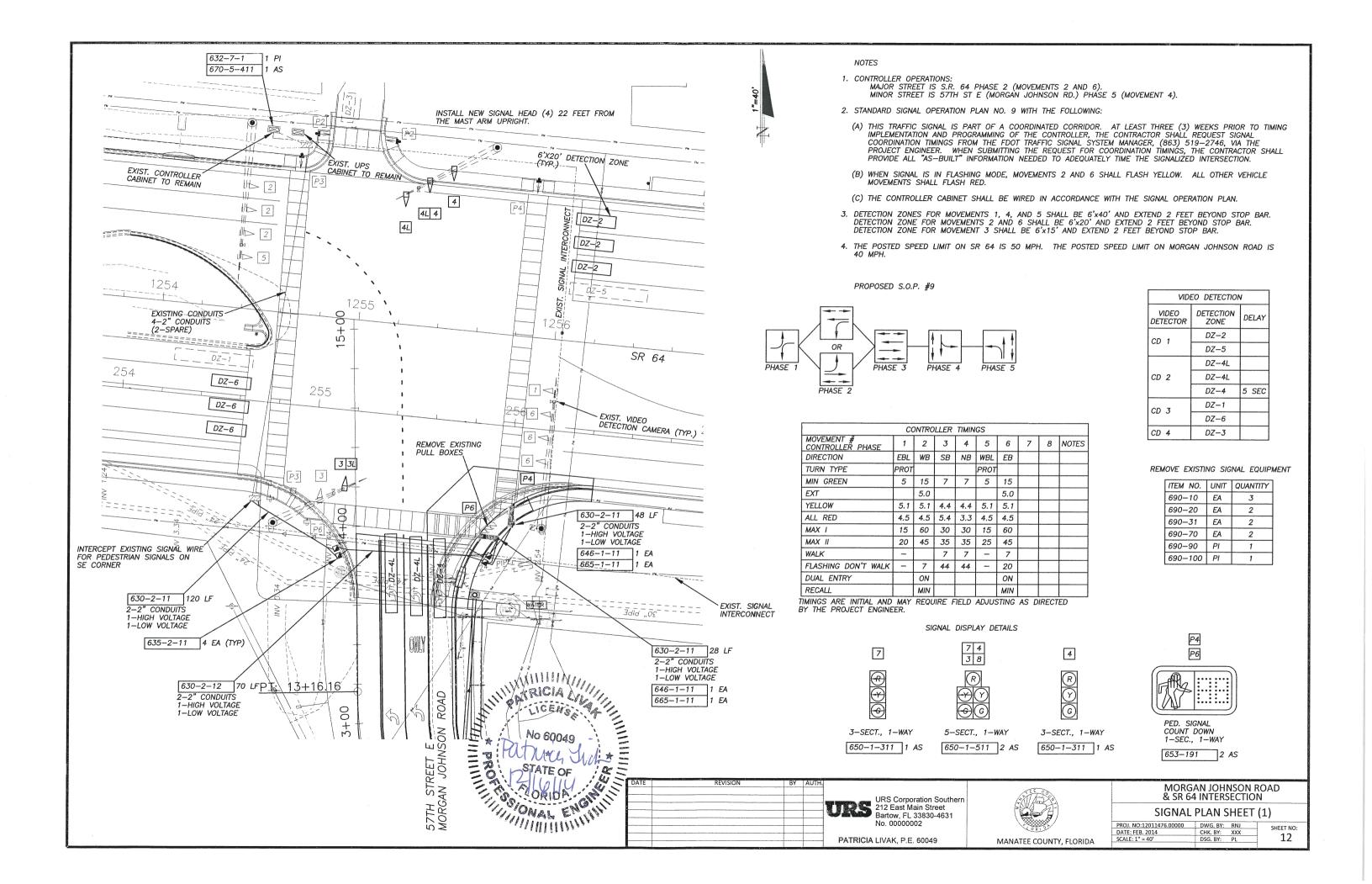
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MORGAN JOHNSON ROAD & SR 64 INTERSECTION

DSG. BY: PL

SHEET NO

11



#### GENERAL NOTES:

- 1. THE PROPOSED TRAFFIC CONTROL SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS (2014), 600 SERIES.
- 2. THE REGULATORY SPEED DURING ALL MAINTENANCE OF TRAFFIC PHASES SHALL BE 40 MPH FOR MORGAN JOHNSON ROAD UNLESS OTHERWISE NOTED IN THE TRAFFIC CONTROL PLANS.
- 3. REGULATORY SIGNS WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- 4. THE CONTRACTOR SHALL MAINTAIN THE SAME NUMBER OF LANES EXISTING (PRIOR TO CONSTRUCTION) ON ALL ROADWAYS DURING CONSTRUCTION OF THIS PROJECT. THE ONLY EXCEPTIONS ARE AS SHOWN OR NOTED ON THE PLAN SHEETS.
- 5. TEMPORARY TRAVEL LANES SHALL BE NO LESS THAN 10 FEET IN WIDTH EXCEPT AS NOTED.
- 6. A UNIFORMED TRAFFIC CONTROL OFFICER AND VEHICLE SHALL BE USED TO DIRECT TRAFFIC AT SIGNALIZED INTERSECTIONS WHEN THE SIGNAL CONTROL IS TEMPORARILY INACTIVE AND AT OTHER LOCATIONS AS INDICATED IN THE PLANS. ANY HOURS THAT THE CONTRACTOR DEEMS NECESSARY SHALL BE INCLUDED IN THE COST OF 102-14, TRAFFIC CONTROL OFFICER.
- 7. THE CONTRACTOR SHALL USE INDEX NUMBER 607 WHENEVER CONSTRUCTION EQUIPMENT IS RELOCATED OR DRIVEN ON EXISTING OPEN TRAVEL LANES.
- 8. LOCATIONS FOR ADVANCE WARNING AND END CONSTRUCTION SIGNS, AS DEPICTED ON THE TRAFFIC CONTROL PLANS, ARE APPROXIMATE AND THE CONTRACTOR SHALL POSITION SIGNS APPROPRIATELY CONSIDERING THE EXISTING FIELD CONDITIONS.
- 9. THE CONTRACTOR SHALL LIMIT THE LENGTH OF MILLING OPERATIONS NOT TO EXCEED MORE THAN CAN BE RESURFACED WITH THE FIRST LIFT OF THE STRUCTURAL COURSE WITHIN THE SAME WORK PERIOD.
- 10. THROUGHOUT THE MILLING OPERATIONS, THE CONTRACTOR SHALL HAVE A SELF—CONTAINED VACUUM TYPE MOBILE BROOM ON THE JOB FOR CLEAN UP OF MILLED DUST MATERIAL.
- 11. TRAFFIC SHALL NOT BE ALLOWED ON ANY MILLED SURFACE UNLESS OTHERWISE NOTED.
- 12. ARROWS SHOWN ON THE TRAFFIC CONTROL PLANS INDICATE DIRECTION OF TRAFFIC. THEY DO NOT REPRESENT PAVEMENT MARKINGS UNLESS SPECIFICALLY NOTED AS SUCH.
- 13. THE CONTRACTOR SHALL BE RESPONSIBLE TO DESIGN, BUILD AND MAINTAIN ALL TEMPORARY PAVEMENT FOR THE MAINTENANCE OF TRAFFIC.
- 14. TRAFFIC SHALL BE MAINTAINED ON PAVED SURFACES AT ALL TIMES, UNLESS OTHERWISE NOTED IN THE PLANS.
- 15. THE FRICTION COURSE SHALL NOT BE PLACED UNTIL ALL PERMANENT ROADWAY CONSTRUCTION HAS BEEN COMPLETED.
- 16. TRAFFIC CONDITIONS, ACCIDENTS AND OTHER EMERGENCY CONDITIONS MAY REQUIRE THE ENGINEER TO MODIFY ANY CHANNELIZATIONS SHOWN IN THESE PLANS. THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS, AS DIRECTED BY THE ENGINEER, WITHOUT DELAY.
- 17. PROPOSED NEW SIGNAL HARDWARE MAY BE USED FOR TEMPORARY SIGNAL CONTROL TO THE EXTENT CONSTRUCTION PHASE OPERATIONS ALLOW. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO ALL PROPOSED NEW SIGNAL HARDWARE DURING ITS TEMPORARY USE.
- 18. THE CONTRACTOR IS RESPONSIBLE TO RETIME THE TRAFFIC SIGNALS WITHIN THE THE PROJECT LIMITS THAT ARE AFFECTED DURING VARIOUS PHASES OF CONSTRUCTION. COORDINATE ALL SIGNAL RETIMING EFFORTS WITH VISHAL KAKKAD, PE, PTOE, COUNTY TRAFFIC ENGINEER, AT (941) 749—3500, EXT. 7812.
- 19. THE NEW TRAFFIC SIGNALS ARE THE CONTRACTOR'S FULL RESPONSIBILITY, INCLUDING OPERATION AND MAINTENANCE, UNTIL FINAL ACCEPTANCE BY THE ENGINEER, IN CONJUNCTION WITH THE MAINTAINING AGENCY (MANATEE COUNTY).
- 20. ALL EXISTING TRAFFIC CONTROL SIGNS SHALL BE MAINTAINED UNTIL PROPOSED SIGNING IS IN PLACE AND PUT INTO EFFECT.
- 21. NO LANE CLOSURES OR DETOURS ARE PERMITTED DURING CONTRACTOR'S NON-WORK HOURS UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.
- 22. LANE CLOSURES SHALL NOT BE PERMITTED ON US 64 DURING PEAK HOURS, FROM 7 AM TO 8 PM. FOR MORGAN JOHNSON ROAD THERE ARE NO RESTRICTIONS ON LANE CLOSURES.

- 23. THE CONTRACTOR SHALL NOTIFY EMERGENCY AND RESCUE AGENCIES 2 WEEKS IN ADVANCE OF ANY LANE CLOSURE.
- 24. THE CONTRACTOR SHALL NOT EXCAVATE ANY AREAS THAT CANNOT BE SAFELY RESTORED TO MEET THE CLEAR ZONE REQUIREMENTS FOR MAINTAINING TRAFFIC WITHIN THE SAME WORK PERIOD.
- 25. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS, 48 HOURS IN ADVANCED OF CONSTRUCTION ACTIVITIES THAT MAY RESTRICT ACCESS.
- 26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO PRIVATE DRIVES DURING CONSTRUCTION
- 27. TEMPORARY (MOT) PAVEMENT MARKINGS SHALL BE REMOVABLE REFLECTORIZED PAVEMENT MARKINGS UNLESS OTHERWISE INDICATED.
- 28. THROUGHOUT THE PROJECT LIMITS WHERE SIDEWALKS EXIST, PEDESTRIAN TRAFFIC SHALL BE MAINTAINED ON AT LEAST ONE SIDE OF EACH ROADWAY ON THE PROJECT AT ALL TIMES, USING INDEX 660.
- 29. INSTALL AND OPERATE PORTABLE CHANGEABLE MESSAGE SIGNS AT THE LOCATIONS SHOWN IN THE TRAFFIC CONTROL PLANS DURING CONSTRUCTION WITH THE FOLLOWING MESSAGES:

#### DAYTIME OPERATION PCMS MESSAGES (SR 64)

MESSAGES TWO	WEEKS PRIOR CONST.	MESSAGES	DURING CONST.
MESSAGE 1:	MESSAGE 2:	MESSAGE 1:	MESSAGE 2:
NIGHTLY	XX/XX/XX	NIGHTLY	8 PM
LANE	TO	LANE	TO
CLOSURE	XX/XX/XX	CLOSURE	6 AM

#### NIGHTTIME OPERATION PCMS MESSAGES (SR 64)

MESSAGES TWO	WEEKS PRIOR CONST.	<u>MESSAGES</u>	DURING CONST.
MESSAGE 1: LANE CLOSED SR 64	MESSAGE 2: XX/XX/XX TO XX/XX/XX	MESSAGE 1: RIGHT LANE CLOSED	MESSAGE 2: REDUCE SPEED AHEAD

#### PCMS MESSAGES (MORGAN JOHNSON ROAD)

MESSAGES TWO WEEKS PRIOR CONST.	MESSAGES DU	JRING CONST.
MESSAGE 1: MESSAGE 2: DAILY XX/XX LANE TO CLOSURE XX/XX/XX	MESSAGE 1: RIGHT LANE CLOSED	MESSAGE 2: USE CAUTION

#### CONSTRUCTION NOTES:

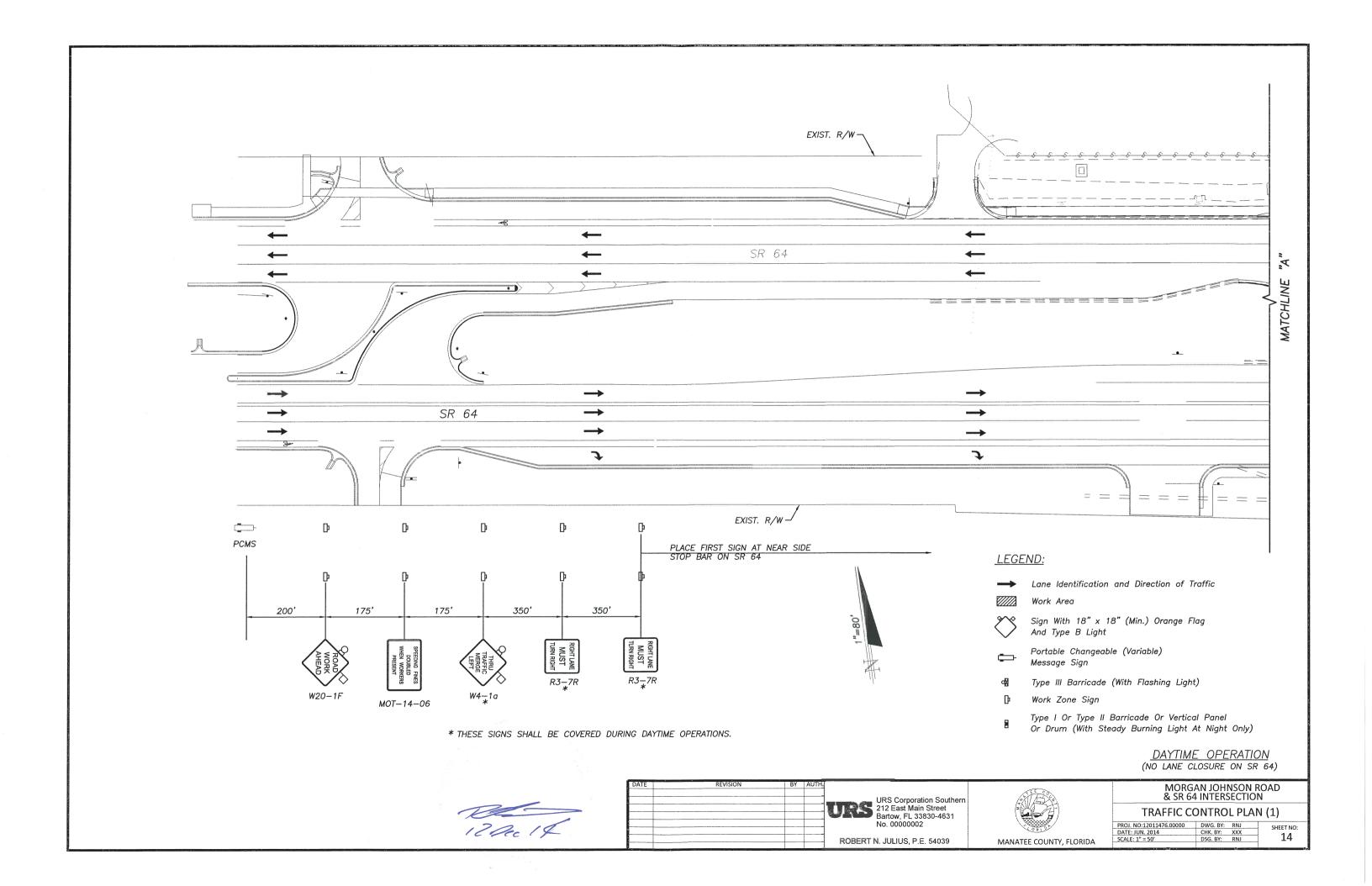
- 1. THE CONTRACTOR SHALL UTILIZE INDEX 603 TO CONSTRUCT: MILLING OPERATIONS, SHOULDER CONSTRUCTION, CURB AND GUTTER, AND PAVING OPERATIONS.
- 2. THE CONTRACTOR SHALL LIMIT THE LENGTH OF THE WOK ZONE TO WHAT CAN BE COMPLETED AND RESTORED WITHIN THE SAME DAY'S WORK EFFORT UNLESS OTHERWISE CALLED FOR IN THE PLANS.
- 3. THE CONTRACTOR SHALL UTILIZE INDEX 607 TO CONSTRUCT FINAL MARKINGS.

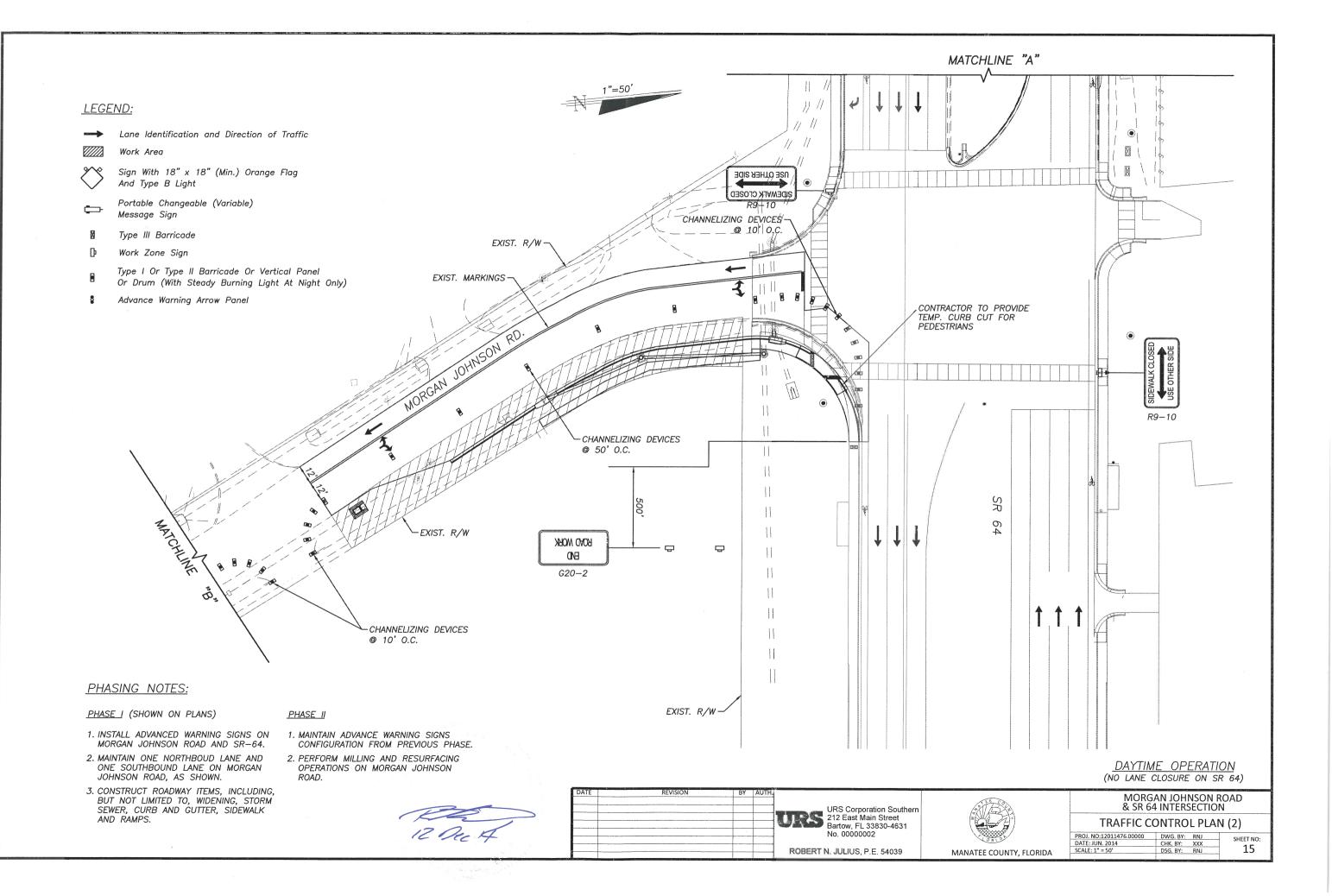


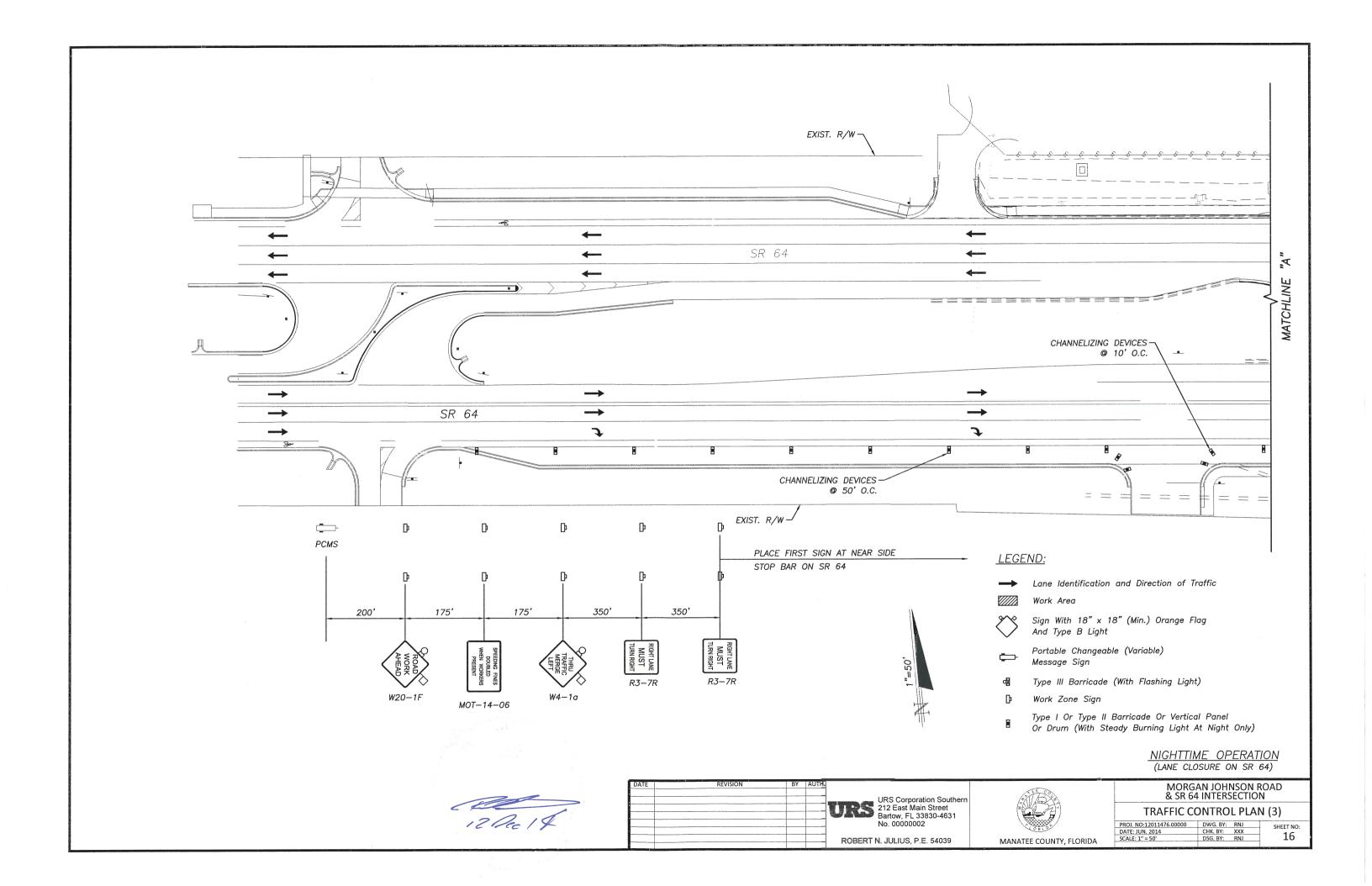
TE	REVISION	BY	AUTH.	
				URS Corporation Southern 212 East Main Street Bartow, FL 33830-4631
				No. 0000002
				ROBERT N. JULIUS, P.E. 54039

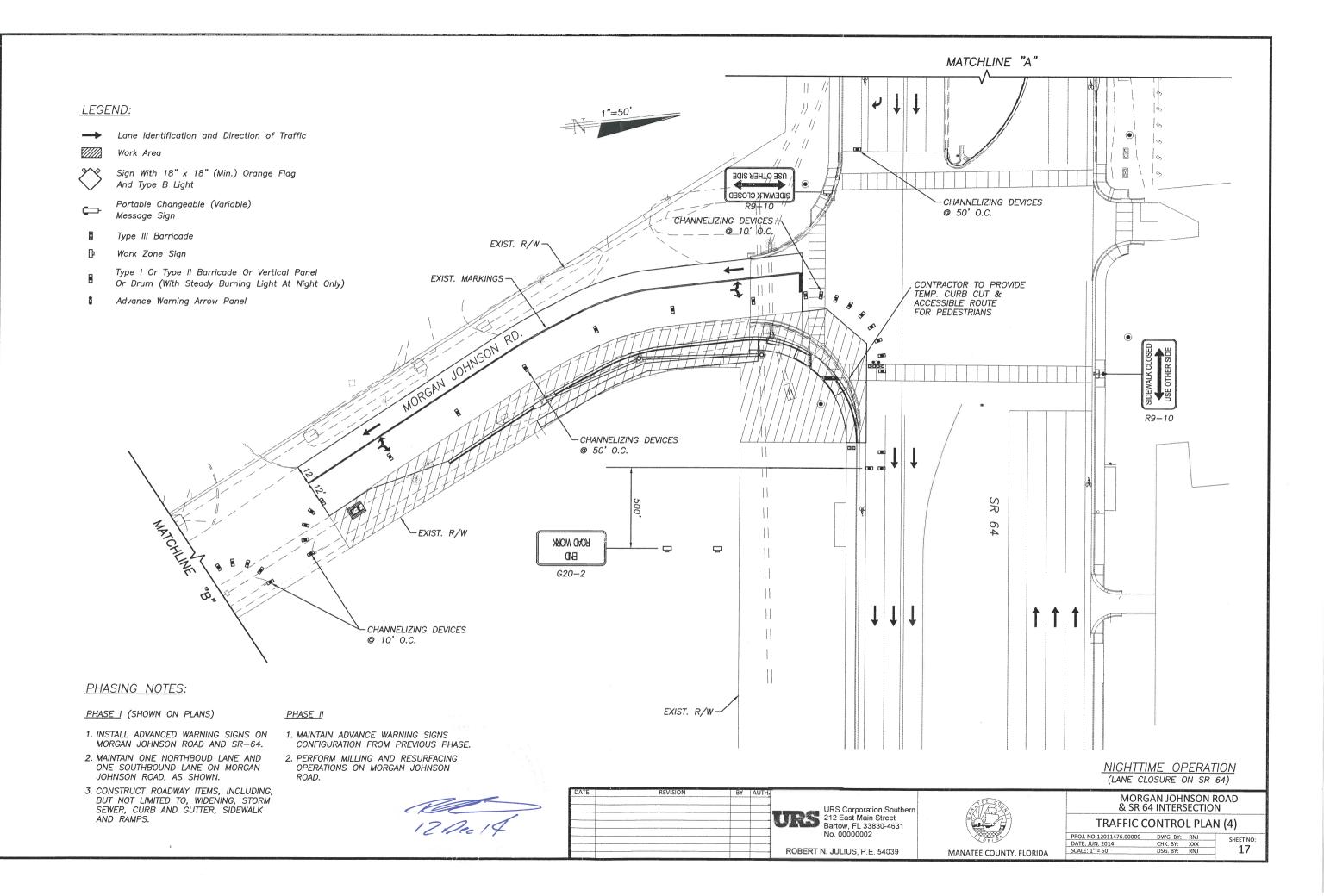


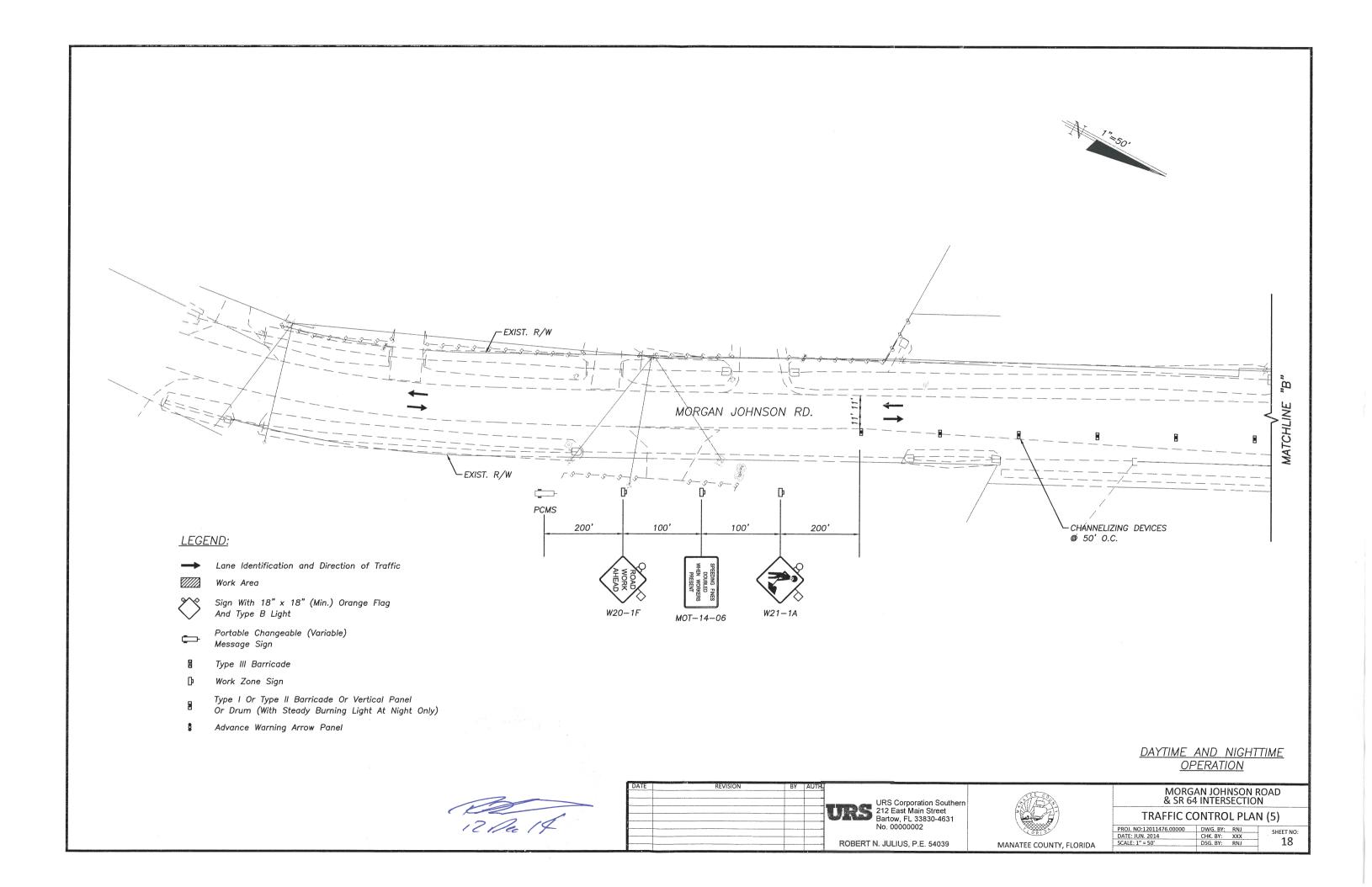
MORGAN JOHNSON ROAD & SR 64 INTERSECTION						
TRAFFIC COI	NTROL	PLAN	NOTES			
PROJ. NO:12011476.00000	DWG. BY:	RNJ	SHEET NO			
DATE: JUN. 2014	CHK. BY:	XXX				
SCALE: N.T.S.	DSG. BY:	RNJ	13			











## PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a registered professional engineer in the State of Florida practicing with URS Corporation Southern, a corporation authorized to operate as a business providing engineering consulting services E.B. (0002) by the State of Florida Department of Business and Professional Regulation, and that, or others under my direct supervision, have prepared the evaluations, findings, opinions, calculations, conclusions, or technical advice hereby represented in this document.

SIGNATURE:	
NAME:	Robert N. Julius
LICENSE:	P.E. #54039
DATE:	December 12, 2014,
REPORT TITI	E: Morgan Johnson Road Final Plans Cost Estimate

JUNE 05, 2015 PREPARED BY: Marshall H. Dougherty, Jr. Robert N. Julius



#### SPECIFICATIONS PACKAGE

#### FOR

### FINANCIAL PROJECT ID(S): 429871-1-58-01

#### FEDERAL FUNDS

# A DISTRICT ONE OFF-SYSTEM LOCAL AGENCY PROGRAM PROJECT MANATEE COUNTY

The Construction Details and Materials divisions (Division II & III) of the July 2015 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 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 Sea:
Date: 24 June 15
Engineer of Record: Robert N. Julius, P.E.
Fla. License No.: 54039
Firm: URS Corporation Southern
212 East Main Street
Bartow, FL 33830
Certificate of Authorization: 0002
Page(s): 1-29

SPECIAL PROVISIONS	
DEFINITIONS AND TERMS	
HOT MIX ASPHALT FOR LAP (OFF SYSTEM)	4
(0.1.0.01 PM);	0.4
THIS COMPLETES THIS SPECIFICATIONS PACKAGE	20

# SPECIAL PROVISIONS

#### **DEFINITIONS AND TERMS**

The following terms, when used in the Contract Documents, have the meaning described:

#### 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."

# EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM). (REV 1-23-12) (FA 2-27-12)

#### SECTION 120 EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)

#### 120-1 Description.

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

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

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

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

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

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

#### 120-2 Classes of Excavation.

- 120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.
- 120-2.2 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.
- 120-2.3 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.
- 120-2.4 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

#### 120-3 Excavation Requirements.

- 120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.
- 120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.
- 120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

#### 120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and

- 5 - FPID(S): 429871-1-58-01

disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

#### 120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

**120-3.4.2.3 Removal of Obstructions:** Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

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

#### 120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-

way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

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

#### 120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

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

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

- 120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.
- 120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.
- 120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

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

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to

placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

#### 120-6 Embankment Construction.

**120-6.1 General:** Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

#### 120-6.2 Dry Fill Method:

120-6.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

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

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

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines:

Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

#### 120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

#### 120-7 Compaction Requirements.

120-7.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

#### 120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform

such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

- 120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.
- 120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.
- 120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

#### 120-8 Backfilling Around Structures and Pipe.

#### 120-8.1 Requirements for all Structures:

120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

129-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

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

**120-8.1.4** Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.

#### 120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in<sup>2</sup>. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

**120-8.2.4 Culverts and Piers:** Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater: 120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

#### 120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

**120-8.3.2.3 Top Zone:** Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

#### **120-8.3.3 Compaction:**

**120-8.3.3.1 Lowest Zone:** Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

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

#### 120-9 Acceptance Program.

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If

necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

- **120-9.2 Maximum Density Determination:** The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.
- 120-9.3 Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).
- 120-9.4 Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.
- **120-9.5 Acceptance Criteria:** The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:
  - 1) embankment constructed by the hydraulic method as specified in 120-6.3;
  - 2) material placed outside the standard minimum slope as specified in 120-6.2.4;
  - 3) other areas specifically excluded herein.
- **120-9.6 Frequency:** The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

#### 120-10 Maintenance and Protection of Work.

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

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

#### 120-11 Construction.

- **120-11.1 Construction Tolerances:** Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:
  - 1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.

- 2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures,
  - 3. Shape the bottom of ditches so that the ditch impounds no water.
- 4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

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

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

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

#### 120-12 Method of Measurement.

etc.

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

#### 120-13 Basis of Payment.

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

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

# HOT MIX ASPHALT FOR LAP (OFF-SYSTEM). (REV 11-17-11) (FA 2-27-12)

#### SECTION 334 HOT MIX ASPHALT FOR LAP (OFF-SYSTEM)

#### 334-1 Description.

- **334-1.1 General:** Construct a Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use a HMA mix that meets the requirements of this specification
- **334-1.2 Asphalt Work Mix Categories:** Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:
- 334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.
- 334-1.2.2 Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.
- 334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.
  - 334-1.3 Mix Types: Use the appropriate HMA mix as shown in Table 334-1.

	Table 334-1 HMA Mix Types		
Asphalt Work			
Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5 <sup>(1)</sup>	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 <sup>(1)</sup> Friction Mixes: Types FC-9.5 or FC-12.5 <sup>(1)</sup>	В	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP- 12.5 Friction Mixes: Types FC-9.5 or FC- 12.5	С	≥3

<sup>(1)</sup> Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Department's Standard Specifications for Road and Bridge Construction.

**334-1.4 Gradation Classification:** HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334-3.2.2. Use only fine mixes.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5	9.5 mm
Type SP-12.5, FC-12.5	12.5 mm

**334-1.5 Thickness:** The total pavement thickness of the HMA pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

Spread rate (lbs/yd<sup>2</sup>) =  $t \times G_{mm} \times 43.3$ 

where:

= Thickness (in.) (Plan thickness or individual layer thickness)

 $G_{mm}$  = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

**334-1.5.1 Layer Thicknesses:** Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:

**334-1.5.2 Additional Requirements:** The following requirements also apply to HMA mixtures:

- 1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
- 2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased by 1/2 inch, unless called for differently in the Contract Documents.
- **334-1.6 Weight of Mixture:** The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

#### 334-2 Materials.

**334-2.1 Superpave Asphalt Binder:** Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Qualified Products List (QPL). If the Contract calls for an alternative binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

- 1. Up to 40% fine aggregate from other sources; or,
- 2. A combination of up to 20% RAP and the remaining fine aggregate from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

#### 334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

- **334-2.3.1 General requirements:** RAP may be used as a component of the asphalt mixture, if approved by the Engineer. Usage of RAP is subject to the following requirements:
- 1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.
- 2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
- 3. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.
- 4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.
- **334-2.3.2 Material Characterization:** Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity ( $G_{sb}$ ) of the RAP material based on a representative sampling of the material.
- **334-2.3.3 Asphalt Binder for Mixes with RAP:** Select the appropriate asphalt binder grade based on Table 334-2. Maintain the viscosity of the recycled mixture within the range of 5,000 to 15,000 poises.

Ta	ble 334-2
Asphalt Binder Grade	e for Mixes Containing RAP
Percent RAP	Asphalt Binder Grade
< 20	PG 67-22
20 – 29	PG 64-22
≥ 30	Recycling Agent

#### 334-3 Composition of Mixture.

**334-3.1 General:** Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

#### **334-3.2 Mix Design:**

**334-3.2.1 General:** Design the asphalt mixture in accordance with AASHTO R 35-09, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of

any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

- 334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-07, Table 3. Aggregates from various sources may be combined.
- 334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-07, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-07, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes.
- **334-3.2.3 Gyratory Compaction:** Compact the design mixture in accordance with AASHTO T312-09. Use the number of gyrations as defined in AASHTO R35-09, Table 1.
- **334-3.2.4 Design Criteria:** Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-07, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-07, Table 6.
- 334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

- **334-3.2.6 Additional Information:** In addition to the requirements listed above, provide the following information on each mix design:
  - 1. The design traffic level and the design number of gyrations (N<sub>design</sub>).
  - 2. The source and description of the materials to be used.
- 3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
- 4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
- 5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
- 6. The bulk specific gravity  $(G_{sb})$  value for each individual aggregate and RAP component.
- 7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

- 8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.
- 9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
  - 10. The name of the mix designer.
  - 11. The ignition oven calibration factor.

#### 334-4 Process Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

#### 334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

#### 334-5.2 Limitations of Laying Operations:

- 334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, and properly cured, and is dry.
- 334-5.2.2 Air Temperature: Spread the mixture only when the air temperature in the shade and away from artificial heat is at least 40°F for layers greater than 1 inch (100 lb per square yard) in thickness and at least 45°F for layers 1 inch (100 lb per square yard) or less in thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb per square yard or less is 50°F.
- 334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range.
- 334-5.4 Transportation of the Mixture: Transport the mixture in vehicles previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use diesel fuel or any other hazardous or environmentally detrimental material as a coating for the inside surface of the truck body. Cover each load at all times.

#### 334-5.5 Preparation of Surfaces Prior to Paving:

- 334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.
- 334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.
- 334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.
- **334-5.5.4 Tack Coat:** Use a rate of application as defined in Table 334-3. Control the rate of application to be within plus or minus 0.01 gal. per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific

field conditions. Determine the rate of application as needed to control the operation. When using RA-550, multiply the target rate of application by 0.6.

Table 334-3 Tack Coat Application Rates				
Asphalt Mixture Type	Target Tack Rate (gal/yd²)			
	Newly Constructed Asphalt Layers	0.02 minimum		
Base Course, Structural Course, Dense Graded Friction Course	Milled Surface or Oxidized and Cracked Pavement	0.06		
	Concrete Pavement	0.08		
Open Graded Friction Course	Newly Constructed Asphalt Layers	0.05		
Open Graded Friction Course	Milled Surface	0.07		

#### 334-5.6 Paving:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

**334-5.6.3 Checking Depth of Layer:** Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

**334-5.6.4 Hand Spreading:** In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control: Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by  $\pm 50$  lbs per sy for layers  $\geq 2.5$  inches or exceeds the target spread rate by  $\pm 25$  lbs per sy for layers < 2.5 inches, address the

unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

#### 334-5.7 Leveling Courses:

- 334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.
- 334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.
- 334-5.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.
- **334-5.8 Compaction:** For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc. 334-5.9 Joints.

- 334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.
- 334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.
- **334-5.10 Surface Requirements:** Construct a smooth pavement with good surface texture and the proper cross slope.
- 334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

**334-5.10.3 Pavement Smoothness:** Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509.

#### 334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides of the defective area for the full width of the paving lane, at no additional cost.

#### 334-6 Acceptance of the Mixture.

- **334-6.1 General:** The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:
- 1. Asphalt Work Category 1 Certification by the Contractor as defined in 334-6.2.
- 2. Asphalt Work Category 2 Certification and process control testing by the Contractor as defined in 334-6.3
- 3. Asphalt Work Category 3 Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.
- **334-6.2** Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.
- **334-6.3 Certification and Process Control Testing by the Contractor:** On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing.

The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P-8 and P-200) and asphalt binder content (Pb). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 3	34-4
Process Control and A	Acceptance Values
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target $\pm 0.55$
Passing No. 8 Sieve (percent)	Target $\pm 6.00$
Passing No. 200 Sieve (percent)	Target $\pm 2.00$
Roadway Density (daily average)	Minimum 91.5% of Gmm
Roadway Density (any single core)	Minimum 88.0 % of Gmm

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P-8 and P-200) and asphalt binder content (Pb). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or

shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

#### 334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

#### 334-8 Basis of Payment.

**334-8.1 General:** Price and payment will be full compensation for all the work specified under this Section.

CONCRETE FOR LAP (OFF-SYSTEM). (REV 12-20-11) (FA 2-27-12)

#### SECTION 344 CONCRETE FOR LAP (OFF-SYSTEM)

#### 344-1 Description.

**344-1 General:** Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

**344-1.2 Work Categories:** Construction will fall into one of the following concrete work categories:

**344-1.2.1 Concrete Work Category 1:** Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

**344-1.2.3 Concrete Work Category 3:** Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

#### 344-2 Materials.

**344-2.1** General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

**344-2.1.1 Portland Cement:** Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

**344-2.1.2 Coarse and Fine Aggregates:** Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

**344-2.1.3 Water:** Water shall meet the requirements of ASTM C 1602.

**344-2.1.4 Chemical Admixtures:** Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

**344-2.1.5 Pozzolans and Slag:** Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

		Table 344-1
Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

#### 344-3 Production, Mixing and Delivery of Concrete.

#### 344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

**344-3.1.2 Category 2:** Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

**344-3.1.3 Category 3**: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

**344-3.2 Classes of Concrete:** Meet the requirements of Table 344-2.

			Table 3	44-2		
Class	Minimum	Target	Target	Air Content	Minimum Total	Maximum Water
Class	Strength (28	Slump	Range	Range (%)	Cementitious	to Cementitious

	day) (psi)	(inches)	(inches)		Materials Content (lb/yd³)	Material Ratio
	L	1			(10/yd)	(lb/lb)
			Catego	ry l		
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
			Catego	ry 3		
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge	4,500	3	1 5	1.0 to 6.0	611	0.44
Deck)	4,300	3	± 1.5	1.0 10 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled	4.000	0.5	. 1.5	0.04.60	(50	0.41
Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

**344-3.3 Contractors Quality Control:** For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

**344-3.4 Concrete Mix Design:** Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

**344-3.5 Delivery:** For Category 3, the maximum allowable transit time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

#### 344-3.6 Placing Concrete:

**344-3.6.1 Concreting in Cold Weather:** Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a

period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

**344-3.6.2 Concreting in Hot Weather:** For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

- **344-3.7 Mixers:** For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.
- **344-3.8 Small Quantities of Concrete:** With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

#### 344-3.9 Sampling and Testing:

**344-3.9.1 Category 1:** The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

**344-3.9.2:** Category 2: No sampling and testing is required for category 2.

- **344-3.9.3 Category 3:** The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.
- **344-3.10 Records:** Ensure the following records are available for review for at least 3 years after final acceptance of the project:
  - 1. Approved concrete mix designs.
  - 2. Materials source (delivery tickets, certifications, certified mill test reports).
- 3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
- 4. A copy of the documentation certifying the admixture weighing/measuring devices.

#### 344-4 Acceptance of the Work.

- **344-4.1 Category 1 Work:** Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.
- **344-4.2 Category 2 Work:** Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

- **344-4.3** Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.
- **344-4.4 Small Quantities of Concrete:** Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

#### 344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

#### 344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

# THIS COMPLETES THIS SPECIFICATIONS PACKAGE

#### **SPECIAL PROVISIONS (8/10/15)**

#### **Table of Contents**

SECTION	\GE
GENERAL	1
STANDARD SPECIFICATIONS	1
NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS	1
MATERIALS	
LABORATORY TESTING	2
MEASUREMENT AND PAYMENT	2
RESTORATION	3
COOPERATION WITH OTHERS	3
PRIORITY	3
SITE INVESTIGATION	3
PROJECT IDENTIFICATION SIGNS	4
SPECIAL TERMS AND CONDITIONS	5
DEWATERING, SHEETING AND BRACING.	6
MAINTENANCE OF TRAFFIC	6
MAINTENANCE OF TRAFFIC PLAN	6
MAINTENANCE OF STORM DRAINAGE SYSTEM	6
SIDEWALKS TO REMAIN OPEN	7
DUST CONTROL	7
UNDERGROUND UTILITY LOCATIONS	7
UTILITY COORDINATION	7
UTILITY CONFLICTS	8
DAILY CLEAN-UP REQUIREMENTS	8
MAINTENANCE AND RESTORATION OF JOB SITE	8
NOTICE AND SERVICE THEREOF	8
REQUIREMENTS FOR CONTROL OF THE WORK	
PROJECT SCHEDULE	
USE OF PRIVATE PROPERTY	10
CONSTRUCTION PHOTOGRAPHY	10
POST-CONSTRUCTION STORM PIPE TESTING	12
CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"	12
WORKSITE TRAFFIC SUPERVISOR	12
CONTRACTOR'S SUPERVISION	13
LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE	13
EXISTING SIDEWALK	
PEDESTRIAN ACCESS	14
RECORD DRAWINGS AND PROJECT CERTIFICATION	
MATERIAL TESTING TABLE	16
METHOD OF MEASUREMENT AND BASIS OF PAYMENT	17

#### SPECIAL PROVISIONS

#### GENERAL

This Section amends enhances or otherwise revises the Technical Specifications.

#### STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall be Division II and III the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2014 Edition and all Supplemental Specifications thereto, hereinafter referred to as the Standard Specifications, for roadway construction, except as amended under this Contract.

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications (2009) for the water main work.

These specifications cover the usual construction requirements for work specified by the County Transportation Department; however, in the event it is determined that the specific work to be done is of such a nature that the method of construction, type and/or kind of material is not defined by the *Standard Specifications*, such work shall be performed in accordance with the Special Provisions.

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. Interpretation of these specifications shall be made upon that basis.

#### NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

No separate payment will be made for the Contractor to execute Special Provisions. All expenses borne by the Contractor shall be included in the individual unit prices for the particular pay item.

#### MATERIALS

- a. Delivery Tickets: It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
- b. Job Mix Formula for Asphaltic Concrete: Attention is directed to the requirement that job mix formulas for asphaltic concrete, of the type specified, be submitted at least 14 days before plant operations begin. The submitted formula should be derived, or approved, by the laboratory approved by the Owner to make test on the Project. Costs for such job mix formulation will be paid by the Contractor directly to the assigned laboratory.

c. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the project. The submitted formulas shall be derived or approved by the Owner and/or its agents. All concrete mix designs shall be a minimum 3000 psi and meet FDOT Concrete Class mix guidelines, except as follows: when approved, in writing by the Engineer, an Alternate Class I Concrete mix design formula, for concrete curb and gutter to be placed by automated curb machines, may show, as a substitution for #57 aggregate, an amount of #89 aggregate not to exceed 33 percent, by weight, of the #57 aggregate.

#### LABORATORY TESTING

Testing for the Work shall be performed at no expense to the Contractor. However, any test that fails or is not performed, as a result of the Contractor's action will, in turn, be back-charged to the Contractor, including the cost of all re-testing due to defective materials or construction. The testing laboratory shall be approved by the Owner.

The samples and tests used for determining the quality and acceptability of the materials and workmanship, which have been or are to be incorporated in the Work, shall conform to the requirements of the State of Florida Department of Transportation Materials Sampling, Testing and Reporting Guide, latest edition.

Testing shall also be in accordance with the applicable portions of Section 6 of the *Standard Specifications* and these specifications.

#### MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.
- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.
- d. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the Owner.
- e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept

- payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.
  - No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the Engineer.
- g. Bid Schedule Completion the blank spaces in the bid schedule shall be filled in correctly where indicated for each and every item for which a description is given, as the bidder must state the unit prices for which he proposes to do each part of the work contemplated, and the total price for all the parts included in any or all of the combinations of the work. In case of a discrepancy, the written words for "unit price", where stated, shall be considered as being the unit price. If the bid schedule does not use the written words for the unit price, then the numerically correct "total price", shall be considered as being the total price.

#### RESTORATION

Payment for restoration shall be covered under the applicable restoration Pay Items as specified in the proposal. If a specific restoration Pay Item is not listed in the proposal, the cost of such work shall be included in the applicable Pay Item unless otherwise provided under separate restoration section or pay quantity of these Specifications.

#### COOPERATION WITH OTHERS

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted. The Owner shall not be responsible for costs associated with delays, disruptions and remobilizations attributed to utility agency scheduling.

#### PRIORITY

In any instance where there is an apparent conflict between these technical specifications special provisions and the corresponding terms of the "Standard Specifications", these special provisions followed by these technical specifications shall be controlling.

#### SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, water stages, tides or similar physical conditions at

the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.

The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information presented by the drawings and Specifications made a part of this contract.

The Contractor shall carefully review and adhere to conditions and recommendations made in the project geotechnical report.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless (1) such understanding or interpretations are made in writing by the Engineer or are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

#### PROJECT IDENTIFICATION SIGNS

The Contractor shall be responsible for furnishing, installing and maintaining two (2) County project identification signs and removal of same upon completion of the construction. Project identification sign shall be constructed and maintained at the project site as directed by the Owner. The Contractor shall erect, maintain and relocate the sign as directed for the duration of the Project.

The Contractor shall mount the sign using 4-inch pressure treated lumber or as approved by the Engineer, and other supports as required, at a location mutually agreed by the Engineer and the Contractor.

The identification signs shall not be less than 32 square feet in area. The Contractor shall coordinate with the Owner for the sign verbiage before fabrication. The signs shall be painted with graphic content to include:

- Title of Project
- Name of Owner
- Names and Titles of authorities, as directed by Owner
- Prime Contractor
- Construction Cost

The signs shall be erected prior to commencement of work at a lighted location of high public visibility, adjacent to the main entrance at each end of the project, as approved by the Engineer and Owner.

The signs shall be a minimum of 8 feet wide and 4 feet high. The signs shall be constructed of high density ¾-inch exterior plywood without waves or buckles, mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The surface of the sign shall be of exterior softwood plywood with medium density overlay.

Painting shall be constructed with materials to resist weathering and fading during the construction period. Experienced professionals shall perform painting. Graphic design and style shall be in accordance with the following:

The signs will be placed in accordance with Manatee County Development Code, Ordinance 90-01, Section 724, Signs and Section 713, Visibility Triangles.

Payment for installing and maintaining the project identification signs shall be included as part of the lump sum quantity under Pay Item Number 1 (101-1) for Mobilization. The sign will remain the property of the Owner upon completion of the Project unless otherwise directed.

#### SPECIAL TERMS AND CONDITIONS

#### Soil Erosion and Siltation

The Contractor shall plan and control the Work to minimize all soil erosion and the siltation of drains and canals resulting from such erosion.

At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed use of temporary erosion control features. The plan shall include all items necessary to control sediment from leaving the site. The contractor shall reference the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, latest edition, prepared for the Florida Department of Transportation & Florida Department of Environmental Protection. This document can be found on the FDOT Publications website.

#### **Shop Drawings**

The Contractor shall submit to the Engineer for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work.

The working and shop drawings shall be certified by a Florida licensed Professional Engineer and state that the design is sufficient for the successful completion of the Work. The working drawings and shop drawings shall include, but not be limited to:

- Traffic Control Plan
- Erosion Control Plan

#### Shop Drawings listed in the Plans

#### **Temporary Pavement**

Temporary pavement shall consist of a minimum of Optional Base Group 04 and one (1) inch of Type SP structural course (Traffic C) over a firm, unyielding, well-compacted subgrade. The Contractor shall immediately repair all potholes that develop within the project limits and shall maintain a supply of cold mix on the project site to expedite these repairs.

Payment for the temporary pavement and maintenance of this pavement shall be included under the optional base and Type SP structural course pay item.

#### DEWATERING, SHEETING AND BRACING

Payment for dewatering, sheeting and bracing shall be included in the applicable pay items unless separate pay items are specified.

#### Approval of Dewatering Plan:

At least 10 days prior to the commencement of any dewatering activity, the Contractor shall submit to the Project Manager for record purposes only, a detailed description of the proposed dewatering system. This plan shall include design computations, layout, type, and spacing of dewatering devices, number and size of pumps and other equipment, with a description of the installation and operating procedures.

#### MAINTENANCE OF TRAFFIC

The Contractor shall provide access to businesses and local residents at all times. Business Entrance signs per FDOT Index 17355 (FTP-59) shall be placed at all business entrance points and maintained during all phases of construction. Payment for these items shall be included under the pay item for Maintenance of Traffic.

#### MAINTENANCE OF TRAFFIC PLAN

The Contractor shall prepare a Maintenance of Traffic plan and submit it to the Engineer and the Project Manager for review prior to implementation. It must comply with all FDOT safety criteria, FDOT Design Standards 600 Series Indexes, FHWA and MUTCD standards, and allow for traffic to operate in daytime or nighttime. The Maintenance of Traffic plan will require the seal of a licensed professional engineer with a current FDOT Advanced Work Zone certification. No road closures will be allowed without approval from the Engineer.

#### MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity alternate forms of stormwater removal adequate to prevent upstream flooding in excess of existing conditions. This responsibility shall include the installation of temporary connections,

bypass pumping, or other temporary means necessary until the new drainage system is fully operational. Payment for these items shall be included under the applicable pay item.

#### SIDEWALKS TO REMAIN OPEN

Existing sidewalks and proposed sidewalks completed during construction shall remain open at all times unless approved otherwise by the Engineer. Temporary sidewalk shall be constructed as shown in the plans or as required to maintain pedestrian movement. Payment for these items shall be included under the lump sum pay item for Maintenance of Traffic.

#### **DUST CONTROL**

The Contractor shall control dust resulting from construction operations at all times. The locations and frequencies of applications shall be as directed by the Engineer. Dust control is required to be in accordance with the FDOT *Standard Specifications* Section 102-5. Payment for Dust Control shall be made under Mobilization unless separate pay item for Dust Control is specified.

#### UNDERGROUND UTILITY LOCATIONS

The Contractor shall field verify by means of subsurface locating or other approved method all existing utilities to remain and conditions as may be required for the work area. This shall include all areas of potential conflicts with proposed storm, sanitary, force main and water main. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine" as well the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner.

The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included under the pay item for Mobilization. A Florida registered land surveyor shall perform all survey work.

#### UTILITY COORDINATION

The Contractor shall be responsible for coordination of the work with all affected utility owners. The Contractor must take into consideration the required utility adjustments and relocations in development of his schedule for completing the work including construction of temporary work to allow phased construction of the permanent facilities.

The Contractor shall coordinate and schedule utility relocations and/or adjustments with the utility owners along the project in order to avoid delays. The work includes remobilization if required after utility relocation is complete. The intent is to coordinate utility construction activities so the project construction continues and is not stopped or delayed at any time due to utility work being done. Once Notice to Proceed is issued, the Contractor shall contact the

affected utilities to discuss the Contractor's anticipated means and methods so temporary and permanent relocation plans can be implemented as needed to meet OSHA safety requirements.

Payment for Utility Coordination shall be included under the lump sum Bid Item Number 3, Utility Coordination.

#### UTILITY CONFLICTS

It shall be the Contractor's responsibility to avoid conflicts with other utilities. The Owner will not be responsible for additional costs incurred by the Contractor for incorrect installations, relocations and breaks due to service conflicts.

#### DAILY CLEAN-UP REQUIREMENTS

The Contractor shall clean up the job site at the end of each workday. Clean up will include the elimination of rubble and waste material on public and private property. Driveways shall remain accessible by residents. Each Friday, the Contractor shall prepare the road surface and barricades in an acceptable manner for weekend traffic use.

#### MAINTENANCE AND RESTORATION OF JOB SITE

The Contractor shall conduct his operations in such a manner as will result in a minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as may be required by the Project Manager. All final restoration must be performed to an equal or better condition than that which existed prior to construction.

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean, with debris being removed daily as the work progresses or as otherwise directed by the Project Manager. Good housekeeping at the job site shall include: Removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc., from excavations to a dump provided by the Contractor; and all clean up shall be accomplished to the satisfaction of the Project Manager. Dust will be controlled daily as may be required. Immediately after construction completion in an area or part thereof (including restoration), barricades, construction equipment and surplus and discarded materials shall be removed by the Contractor.

In the event that the timely clean up and restoration of the job site is not accomplished to the satisfaction of the Project Manager, the Project Manager shall make arrangements to affect the necessary clean up by others. The Contractor shall be charged for these costs through deductions in payment due the contractor. If such action becomes necessary on the part of and in the opinion of the Project Manager, the Owner shall not be responsible for the inadvertent removal from the work site of materials which the Contractor would not normally have disposed of had he affected the required clean up.

#### NOTICE AND SERVICE THEREOF

All notices, which shall include demands, instructions, requests, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to

S VPWD PJM Share Projects Transportation Intractor-SR 64@57th Street E (Morgan Johnson Rd) 60863 60 PM | Design Final Plans and Quantities SPECIAL PROVISIONS Morgan Johnson Road 081015.doc

the office of the Contractor specified in the bid (or to such other office as the Contractor may, from time to time, designate to the Owner in writing), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered, with charges prepaid, sent via fax transmission, or to any telegraph company for transmission, in each case addressed to such office.

All notices required to be hand delivered to the Owner, unless otherwise specified in writing to the Contractor, shall be delivered to the Project Manager, and any notice to or demand upon the Owner shall be sufficiently given as delivered to the office of the Project Manager, or if deposited in the United States mail in a sealed, postage prepaid envelope, sent via fax transmission, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Project Manager or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or in the case of a fax transmission or telegram at the time of actual receipt, as the case may be.

#### REQUIREMENTS FOR CONTROL OF THE WORK

Prior to the start of the Work described in this contract, a pre-construction conference may be held by the Project Manager to be attended by the Contractor and representatives of the various utilities and others as required, for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project.

All items of work in this contract shall be coordinated so that progress of each related item will be continuous from week to week. The progress of the work will be reviewed by the Project Manager at the end of each week, and if the progress of any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Project Manager without additional compensation. The Contractor will continuously control the work until completed.

#### PROJECT SCHEDULE

The Contractor shall submit a detailed construction bar chart schedule within 15 days of the notification of award or its intent for the County to review. The submittal shall meet the following requirements:

- Schedule will be submitted on 11-inch by 17-inch paper.
- The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).
- Activities shall show most Work activities. The listing from top to bottom shall be in a logical sequence of how the Work will be accomplished. Space shall be provided between activities or within bars to allow for marking of actual progress.

A copy of the schedule, clearly showing progress made, shall be submitted on a monthly basis during the progress of the work. Review or acceptance will neither impose on the County responsibility for the progress or scheduling of the Work, nor relieve the Contractor from full responsibility therefore.

The Contractor shall provide a revised Work schedule if, at any time, the County considers the completion date to be in jeopardy because of "activities behind schedule". An activity that cannot be completed by its original or latest completion date shall be deemed to be behind schedule. The revised Work schedule is designed to show how the Contractor intends to accomplish the Work to meet the contractual completion date. The form and method employed by the Contractor shall be the same as for the original Work schedule.

The cost to prepare and revise the schedule is considered incidental to the Work.

#### USE OF PRIVATE PROPERTY

All construction activities required to complete this project in accordance with the Contract Documents shall be confined to public right-of-way, easements of record or temporary construction easements, unless the Contractor makes specific arrangements with private property owners for his use of their property. Written authorization from the granting property owner shall be placed on file with the Project Manager prior to utilization of said private properties. The Owner assumes no responsibility for damage to private property in such instances. The Contractor is responsible for protection of private property abutting all work areas on this project. Adequate equipment storage and material storage shall also be accomplished outside the Owner's right-of-way. Pipe and other materials shall not be strung out along the right-of-way, but will be delivered in quantities adequate for one day's installation. The Owner will coordinate with the Contractor to identify possible storage sites.

#### CONSTRUCTION PHOTOGRAPHY

#### General

The Contractor shall employ a competent photographer to take construction record photographs and perform videotaping, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or videotapes of all areas specified in the Contract specifications.

The word "Photograph" includes standard photographic methods involving negatives, prints and slides and it also includes digital photographic methods involving computer technology items such as diskettes and CD-ROMs.

#### **Qualifications**

A competent camera operator who is fully experienced and qualified with the specified equipment shall do all photography.

For the videotape recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarify and diction so as to be easily understood.

#### **Project Photographs**

Provide photographs of the entire work area prior to any construction for the purpose of records of conditions prior to construction. Photographs should be spaced at approximately 100-foot intervals. In addition, all special features shall be photographed prior to construction.

Provide three prints of each standard photograph to the Owner. In addition to the CD-ROM media, provide one print of each digital/digitized photograph to the Owner.

The Contractor shall pay all costs associated with the required photography and prints. Any parties requiring additional photography or prints will pay the photographer directly.

All project photographs shall be a single weight, color image. All finishes shall be smooth surface and glossy, and all prints shall be 8 inches by 10 inches.

Each print shall have clearly marked on the back the name of the project, the orientation of view, the date and time of exposure, name and address of photographer and the photographers numbered identification of exposure.

All project photographs shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor shall consult with the Owner at each period of photography for instructions concerning views required.

The Contractor shall deliver prints in conformance with the above requirements to the Owner. No construction shall begin until pre-construction photographs are completed and submitted to the Owner.

#### Negatives

The Contractor shall require that photographer maintain negatives for a period of two years from date of Substantial Completion of the Project. Negatives shall be conveyed to Owner at the end of the two-year period.

Photographer shall agree to furnish additional prints to Owner at commercial rates applicable at the time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as expert witness.

#### Videotape Recording

Videotaping may be used in lieu of construction photographs.

Videotaping shall be accomplished along all routes that are scheduled for construction.

The taping shall, when viewed, depict an image with ¼ of the image being the roadway fronting of property and ¾ of the image being of the property. The taping shall be done so as to show the roadway and property in an oblique view (30 degrees).

A complete view, in sufficient detail, of all driveways, with audio description of the exact location shall be provided.

The Engineering plans shall be used as a reference for stationing in the audio portion of the tapes for easy location identifications. If visible, house numbers shall be mentioned on the audio.

Two complete sets of videotapes shall be delivered to the Owner for the permanent and exclusive use of the Owner prior to the start of any construction on the project.

All videotapes shall contain the name of the project, the date and time of the videotaping, the name and address of the photographer and any other identifying information required.

Payment for this item shall be included under the pay item for Mobilization.

#### POST-CONSTRUCTION STORM PIPE TESTING

The Contractor shall inspect and televise all newly constructed storm pipes on the project. The purpose is to assure the pipes are properly constructed and do not leak at the joints. Payment for this item shall be included under the pay item for Mobilization.

#### CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"

Prior to proceeding with construction, the Contractor shall prepare and submit a "Notice of Intent to Use Generic Permit for Stormwater Discharge from Construction Activities that Disturb One or More Acres of Land" to the Florida Department of Environmental Protection (FDEP). The Contractor shall monitor the site at all times and take appropriate action to prevent erosion including the use of BMPs. No pumping of ground or surface water shall be performed without approval from the Water Management District. Following completion of construction, Contractor shall prepare and submit a "Notice of Termination of Generic Permit Coverage" to FDEP. Payment for this item shall be included under the pay item for Mobilization.

#### WORKSITE TRAFFIC SUPERVISOR

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT Standard Specifications for Road and Bridge Construction and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.
- b. The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.

- c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.
- e. Payment for Worksite Traffic Supervisor shall be included under the pay item for Maintenance of Traffic.

#### CONTRACTOR'S SUPERVISION

- a. Prosecution of Work: The Contractor shall give the work the constant attention necessary to assure the scheduled progress. He shall cooperate fully with the Engineer and with other Contractors at work in the vicinity.
- b. Contractor's Superintendent: The Contractor shall at all times have on the work site as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor and incidentals that may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
- c. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours.
- d. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a 24-hour basis, 7 days a week, in order that he may be contacted for emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that may arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

#### LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

The Contractor shall obtain and maintain a list of emergency contact phone numbers for all utilities during the course of the project. The Contractor shall maintain utility service during the project except for interruptions authorized by the utility owner. If interruptions are required, the Contractor shall notify the Owner 48 hours in advance.

#### EXISTING SIDEWALK

If the Contractor, in the process of performing his contract operations, breaks any of the existing sidewalk that is to remain in place, replacement of this sidewalk will be at the Contractor's expense.

#### PEDESTRIAN ACCESS

The Contractor shall provide access and make provisions to maintain school zones during construction. The Contractor is to facilitate pedestrian traffic whether for school or public transportation.

#### RECORD DRAWINGS AND PROJECT CERTIFICATION

This section and number of copies applies only to roadway and drainage record drawings.

The Owner and/or Engineer will furnish the Contractor copies of the bid plans to be used for the record drawings. A Florida Registered Surveyor shall perform a field survey and any differences between the plan elevations or dimensions shall be marked through and the as-built elevation or dimension legibly entered. All elevations and dimensions that are correct shall have a check mark placed beside it.

The Contractor shall keep a complete set of surveyed "As-built" records. These records shall show all items of Work and existing features of utilities revealed by excavation work. The records shall be kept in a professional manner, in a form that shall be approved by the County prior to the Work. These results shall be available at all times during construction for reference by the Engineer and shall be delivered to the Engineer upon completion of the Work. All completed "As-builts" must be certified by a Florida Licensed Surveyor or Engineer per Chapter 61 G 17-6, Florida Administrative Code, pursuant to Sec. 47207, Florida Statutes. At a minimum all Utility Record Drawings shall be in accordance with Manatee County Standards.

The following information is required on the "Record Drawings":

- A. Roadway centerline profile [100-foot maximum interval].
- B. Roadway cross sections [100-foot maximum interval].
- C. All underground piping with elevations and dimensions, changes to piping locations, horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc. Dimensions at these locations shall indicate distance from the centerline of construction.
- D. Elevations on all drainage control structures, verifying all plan dimensions.
- E. Stormwater ponds with cross sections [25-foot maximum interval] (sufficient to calculate volumes).
- F. Flow line elevations on all ditch breaks (vertical and horizontal).
- G. Field changes of dimensions and details.
- H. Details not on original contract drawings.
- 1. Equipment and piping relocations.

- J. The locations of all headwalls, pipes and any other structures shall be located by station and offset.
- K. Benchmarks and elevation datum shall be indicated.
- L. Additional elevations or dimensions as required by the Engineer

Following completion of construction and prior to final payment, the Contractor shall submit a Certification by the Contractor and Manufacturer including test data that the materials (filter fabric, filter media, etc.) installed meet plan specifications and regulatory requirements.

Upon completion of the work, four (4) sets of draft "Record Drawings" shall be submitted to the Owner for review. Such drawings shall accurately show all approved field changes to the original Construction Drawings, including actual locations, dimensions and elevations and shall be subject to a field review in the presence of the Engineer or his designated representative. The drawings are to be prepared by competent personnel, neatly drafted and certified, signed and sealed by a Florida Registered Surveyor.

The Contractor shall incorporate any comments from the Owner and/or Engineer and shall submit two write-only CD-ROMs, one set of 24-inch by 36-inch mylar record drawings and four sets of 24-inch by 36-inch certified prints with the Surveyor's certification.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2004 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

In addition, \$25,000 or five percent (whichever is smaller) of the Contract price shall be retained until the Owner has approved the "Record Drawings". The Owner and/or Engineer will review and approve the "Record Drawings within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted.

## COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) DREDGE AND FILL PERMIT REQUIREMENTS

Southwest Florida Water Management District Stormwater Management and Discharge permits or exemptions, if any, and/or a Department of Environmental Protection Dredge and Fill permit, if any, required for this project have been obtained by the Owner. The Contractor shall comply with the stipulations of the Permits or Exemptions as stated herein.

The Contractor shall allow periodic inspection of the work by authorized representatives of the Department of Environmental Protection, the Southwest Florida Water Management District, as well as other duly authorized law enforcement officers of the State.

#### MATERIAL TESTING TABLE

ITEM	Test	Test Identification	TEST REQUIREMENTS VERTICAL	TEST FREQUENCY HORIZONTAL
UTILITY TRENCH BACKFILL	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-310	PER PLANS	ONE PER 200 LF
SUBGRADE UNCLEAR	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION PER LABORATORY
New Curb	FIELD DENSITY	AASHTO T-310	PER PLANS	ONE PER 200 LF
LIMEROCK/ SHELL BASE	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION PER LABORATORY
	FIELD DENSITY	AASHTO T-310	PER PLANS	ONE PER 200 LF
SOIL CEMENT BASE	SOIL CEMENT PLACEMENT/ MONITORING DENSITIES THICKNESS DETERMINATIONS	AASHTO T-134 AND AASHTO T-135	PER PLANS	ONE PER 200 LF
CONCRETE	COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST) SLUMP, AIR CONTENT	AASHTO T-22  AASHTO T-119  AND AASHTO T-152	Per Specs	PER SPECS/MIN. OF ONE SET/DAY FOR POURS BETWEEN 10 & 50 CY ADDITIONAL SET FOR EACH 50 CY
	SLUMP, AIR CONTENT	AASH10 1-152	PER SPECS	Daily or 1 Per 50 CY Max
ASPHALT	MATERIAL QUALITY GRADATION, STABILITY BITUMEN CONTENT	FLORIDA D.O.T.	PER SPECS	PER SPECS DAILY OR MORE THAN 500 TONS
RECYCLED CONCRETE BASE	GRADATION DENSITIES THICKNESS DETERMINATIONS	AASHTO T-180 AASHTO T-27 AASHTO T-310	PER SPECS	PER SOIL CLASSIFICATION PER LABORATORY ONE PER 200 LF

#### METHOD OF MEASUREMENT AND BASIS OF PAYMENT

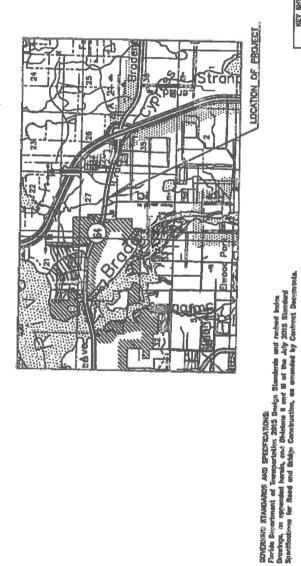
Payment for authorized work shall be per Division I Section 9 of the 2014 Standard Specifications.

# MREET OF ROLDYLY PLANS

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MANATEE COUNTY, FLORIDA SR 64 AND MORGAN JOHNSON ROAD INTERSECTION COUNTY PROJECT NO. 6086360 FINANCIAL PROJECT ID 429871--1-58-01 (FEDERAL FUNDS) LOCATION OF PROJECT





ATTOTHON IS DRECTED TO THE PACT THAT THESE CHARGES BY SECTION THE MAST RE CONSIDERED WITH BY REPRODUCTION. THES MAST RE CONSIDERED WITH GOTARMOS SCALED DATA.

URS CORPORATION SOUTHERN 222 EAST MAN STREET BATTON, 1108TON, 318300 (863) 319-8500

PLANS PREPARED BY:

ENGINEER OF RECORDS

CERTIFICATE OF AUTHORIZATION NO. 00000002

For the Skondord Specifications for Royal and Bridge Censionation which on the "Specifications" link at the fullaning web site: http://www.chistofa.kis/apacification

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102-1	MUNTENACE OF TRAFFIC	ย	-	Γ	
102-74	THAFTE CONTROL COTTOER	H	40		
10250	WORK ZONE SCONS	8	19/90		
102-30-1	GUNDANDES (TYPE I, B. VP., B. DRUM)	8	3269		
102=7:=2	DAMPICADOS (TIPE III)	6	105		
102-70	ADVANCED INCOMEND ARRON PLACE	8	25		
102-77	HIGH INTENSITY FLASHING LIGHT	8	240		
102-09	CHANGEREE VARIABLE LEXTROL SIGN	63	58		
69-vd1	HALT PROTECTION SYSTEM	S	n		
115=151	albert an arising	ม	17-		
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Lab-I	WEGGAN EXCRESSION	3	3	T	
120-6	EMERWANDU	á	55	T	
180-4	STATELLATION TYPE IS	Ġ	639		
255-709	BUSE COTTONAL CACARO O (6" TIPE 0)	à	\$00	T	
127-70-6	MALING EXIST, ASPSI PANAT, (1 1/2)	15	1326	Τ	
334-1-13	SUPERPAYE (TRUTTE C)	Ĕ	993		
337-7-43	PRICTION DOLVINE FO-12.5 (1 1/2")	ě	124	-	
474 137	MARTS (NAME) (TYPE P6) (C101)	12	1-	T	
(52-1-52)	CALTY (CLOSE) (TIPE J=5) (C10')	ű	-	Τ	
425=1=501	METS (DT 807) (THE 0) (<10)	ప	-		
423=2=31	1810/201 (P-7) (<10)	ব	Fg	İ	
636-175-11G	PASE CONSIDER CRANTIT (16" SS)	5	133	T	103-1
530-175-176	PASE CCHORETE CIRVENT (20" SS)	27	99		
420-175-130	FINE CONCRETE COLVERT (30" SS)	5	9		110-1-1
		1		1	425 THIN
520-1-10	CLOSS AND CUTTER (TIME F)	5	ā		
522~1	SECTION CONCRETE (4" THICK)	5	138		047
527-2	CERCINEL INCHNISS	Ы	250		570-1-2
570-1-2	TAPE CONFILE (SCOOLS)	100	409	-	
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DESCRIPTION		SUBJE SUDA POST (NO CCARE)		RETRO-NELFECTIVE PRIVENENT ALGERTA		THERE'S SOLD STARF (THIRT) (67)	THERED SCLOS STREET (CHATE) (67)	CZI) CHEM) BRIEF CASS ONESH	C+2) (TRIVIA) STREET GLIDZ ONESMI	THEM STRUE SEEP (CHOTE) (67)	MESSAGE (THERMO)	DEPECTIONAL PANST (STROWS (THERICO)	(e) (e0TDA) Reus chos orachu	THEREO STREE SHOP (TELLOR) (37)	
PAY ITEM NO		700 to 1 to 15	The second second	708-3		711-11-121	7110110122	711-11-123	711-11-125	711-11-131	711-11-120	711-11-170	711-11-227	711-11-231	

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830-2-12	CONTINT (FAL) (DIRECTIONAL BOTH)	5	2	
632-7-1	SKWK CHRLE (Fel)	£	-	
435-3-11	PULL GOICES (FAI)	5	4	
545-1-11	ALEMPIN SIGNAL POLE (FEI) (PIDESTAL)	5	9	
820-1-311	TRAFTIC SECHAL (3-SECT) (1-MAY)	AS	h	
350-1-311	TRAFTC SIGNAL (5-SECT) (1-9AT)	50	f4	
623-191	PERCETAWN SIGNAL (First) (LED COLMIDDISM)	AS	24	
665-1-11	PEDESTRUM DETECTOR (FER)	ន	7	
670-5-411	NAVINE COMPOLER ASSEMBLY (#00C/T)	AS	~	
@PO-10	REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	ব	5	
690-20	RENOVE SOMM, PEDESTRUM ASSEMBLY	ជ	94	
86-068	HENOVE SICION, PICESTAL	5	7	
290-70	REJONE DETECTOR PEDESTRIAN ASSELLERY	ជ	~	
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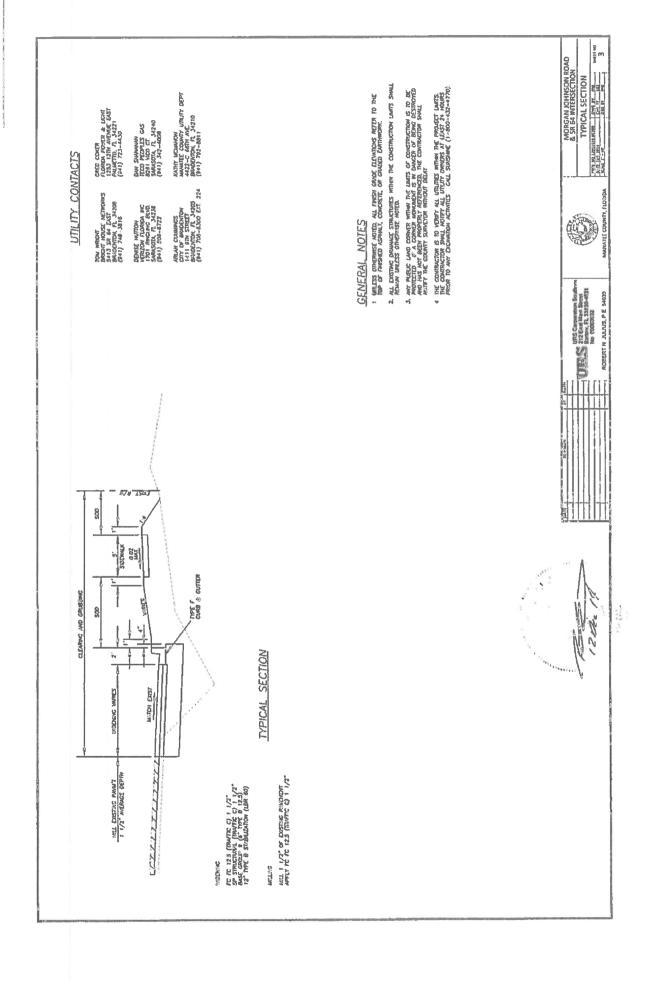
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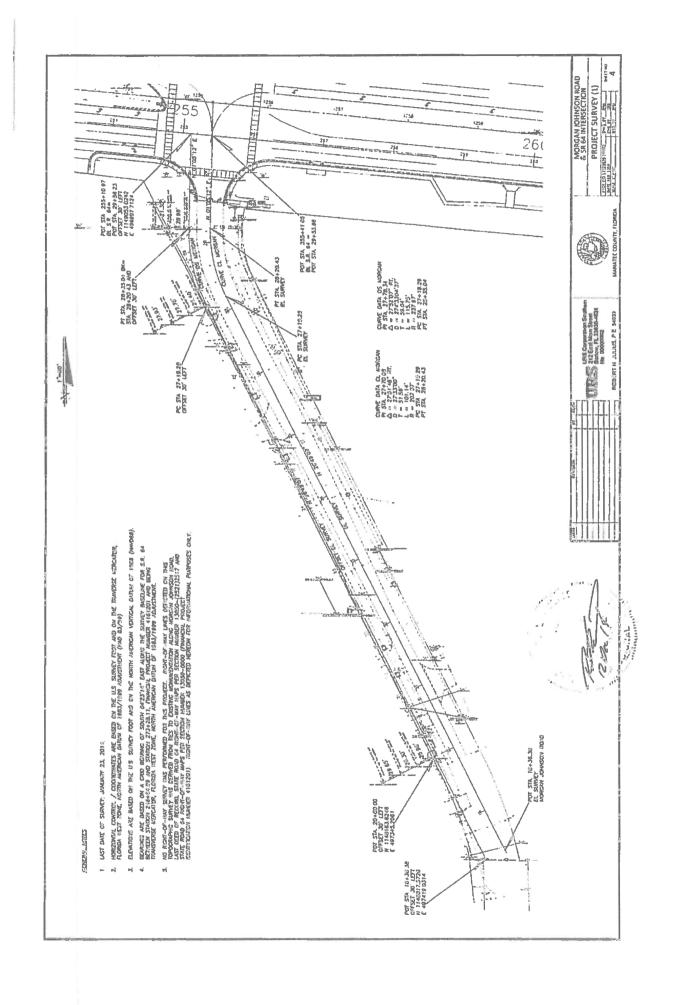
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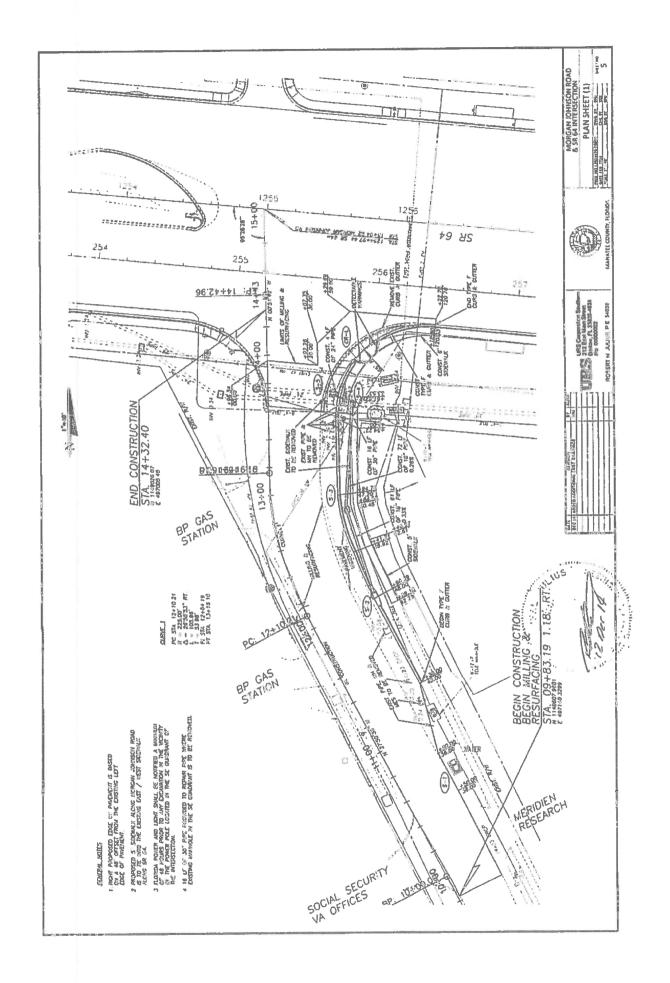
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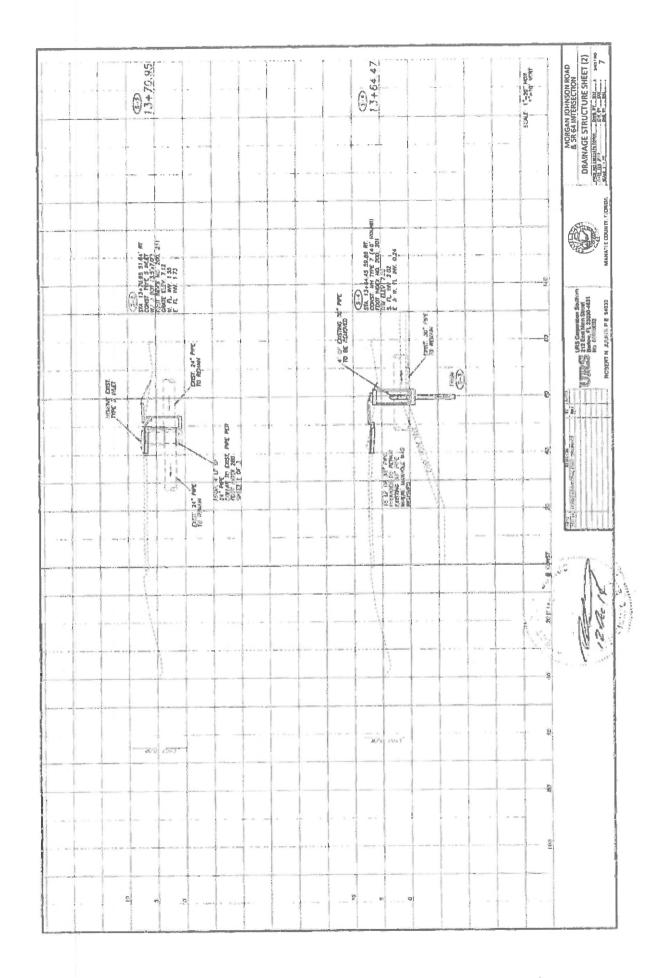
MORGAN JOHNSON ROAD
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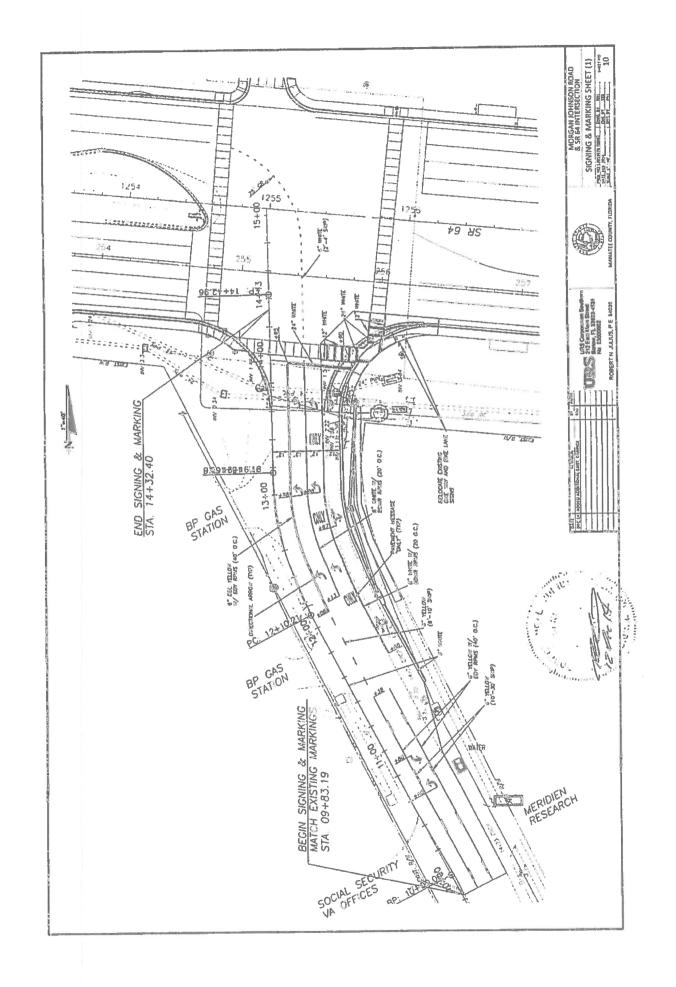


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FILL   164 CY   EVD EARTHWORN   14+32.4   14+32.4   14+50.0   13	14+22-4   14+2	y.	10		20		et)		iή	6	TION S
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GENERAL REPRES

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MANATE CCUNTY
PROJETT AMMEDIATION DEPT
1028 ZETH NVE DAST
BRADENTON, T. JAZOB
PHONE, (\$41) 705:7450

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- THE CONTRICTOR HIGH WATER THE TRUE ENEMEDIAGE CHISON AT LEAST 2 BUSINESS DAYS OF ADMINIST TO SCHEDULE THE FAVE REPECTION.

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TRATIC CRESS, MANGER (MISHL KAROOD, PL. PTOÉ)
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- THE SENIL COMMUNITOR THAN IT AND RECEIVED IN PROSECUE TO PROSECUE TO THE PROSECUE OF THE PROSECUE TO THE PROSECUE OF THE PROSE
  - THE SECRET CONTINUES SHALL BE RESPONSED FOR THE LEMBERGE AND DEPENDENT OFFICE REPORT BOTTOM OF ALL TRAFFS SECRET SHALL S
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ADMINE COUNT TRAFTC RANACEMENT 2504 12TH ST. CT E BRAZENTON, N. 34208 (941) 708-7510

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ERSTRIC STRUGATOR SAUL RELIEF IN PLACE TO THE EXTERT POSSUEE. BUILDINGS VENCLE INTERIOR HIS POESTION SERVI, OPERATOR, AND SHALL BE USED FOR LUNITIONING, OF THINGS AS EXCEPTED. FLORIDA PEDENAY PATROL, P.O. Edw. 20009 ENADDITICA, FL. 34203 (941) 731-7846

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DISTING CONCISION AND UNHITERALPHICE POWER SUMPLY (UPS) CAENATS AND TO RESARW AS MEDICALED ON THE PLACE.

630-2-17 AND 630-2-12 USE A LANAUSH 2° DOWNTRR PMC COMDANT FOR ALL SCAMUL PEDESTRAN, AND DETECTOR FLUCTORY

NETALL CONDET UNDER PROPOSED ROMBAY AND/DR SDEFAUX PROR TO RESTALLATION OF ROMBAY BASE AND SURFACE OR CONCRETE. IN LEU OF THE INSTALLATION OF NEW CONDUIT, EXISTING COMOUT (IF I

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613-72-7 BOLTS SHILL BE FALCED SHOW OF WAS OUTTRE FUNDER THAT IN A CHREW OF CHREW FROM THE SHOW OF THE SHOWN 
DO NOT US!! PLASTIC CAMBACE BACS AS A CONDITING FOR CONCOLLING SIGNAL HEADS USE LOWERD ALMANIA SCHAL NEW BACK PLATES WITH A 2" YELDW REFLECTORIED (TYPE IN REPLECTANTS) OUTSY EDGE BOROUF AS RECURED ON PLAN SKELTS 629-1-311 USE SEQUEL HEAD SUPPORTING TUBE THAT IS CHARBLE OF ALAKSTING VERTICALLY A MARKALIN OF 1'S FEET.

THE EXTENDAL COLOR OF SHOUL HOUSING SHALL BE BLACK. ALL HEADS SHALL HAVE THINKEL MISDIES. ALL SHOULS SHALL IF CAST ALLABMAN WITH CLASS LIDISES. 643-19) PODESTRIAN SIGNAL HEADS TO BE 16" INTERNATIONAL STAGOS, LED COMPOUNT TIPE

use lockone collaps wien mounting albumin pedestrum poles to pedestrum Pedestal bises 640-1-11 CHEST LOCKYE COLLERS WITH ROUNTING PLOCSTRAM SIGHL, HEADS TO PLOCSTRAN PLOCSTAL

063-1-1:1 USE PODESTRUM BUTTON SIGNAL STON ATTN-668-06. STREET NAME STON SHALL BE: IN ACCOMMANCE WITH THE STREET NAMES SHOWN ON THE SACHALIZATION PLAN SHEETS. USE BREAUGHY ALLAWITH SOUNT BUSE ASSENDED WITH ALLAWING DOOTS TOR PEDESTRIVE FEDERALS. MODE COMETE OF PEDESTALS SHUL BE TOUR WONES (4)

WHEN SOME HARSE SHE GOOD TO CONTROL BY MENDOWN TO REPRODUCE TO REPRODUCE CONTROL AND ALMST DOCKOMATION BANKS. THE COORDINATION HINNESS MILE AS STREAM OF THE PRINCES TO THE PRINCES THE STREAM WISE TO THE PRINCES THE STREAM OF COMMITTEES. THE STREAM OF COMMITTEES SHE STREAM OF COMMITTEES AND STREAM OF COMMITTEES AND STREAM OF COMMITTEES AND STREAM OF COMMITTEES AND STREAM OF COMMITTEES.

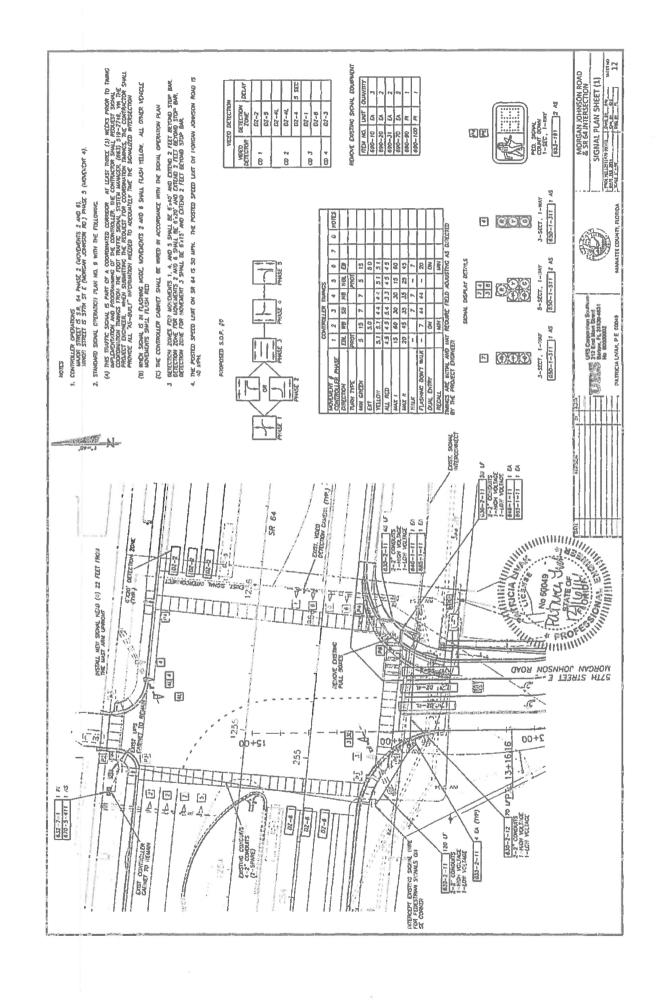




AAMATEE COUNTY

MORGAN JOHNSON ROAD & SR 64 INTERSECTION SIGNAL GENERAL NOTES (1)

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## GENERAL NOTES

- THE PROPOSED TRAFFIC CONTROL SHALL COMFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS (2014), 600 SERIES.
- 2. THE RECULATORY SPEED DURING ALL MANITOWNCE OF TRAFFIC PHASES SHALL BE 40 MPH FOR MONGAN JOHNSON ROAD HALDS OTHERWISE MOTED IN THE TRAFFIC CONTROL PLANS
- J. RECOLATORY SICHS WITHIN THE PROJECT LANTS SHULL BE EFFORTANED AT ALL TIMES UNIESS OTHERWISE DRECTED BY THE ENGAGER
- THE CONTRACTOR SHILL MARTAIN THE SAME NUMBER OF LAMES EXISTING (PRINR TO CONSTRUCTION) OW ALL REQUENTS DIMENTS DARRAS CONSTRUCTION OF THIS PROJECT. THE DIMEY EXCEPTIONS ARE AS SKICHN OR NOTED DIMER PLAN SHEETS.
- TEMPORARY TRAVEL LANES SWILL BE NO LESS THAN 10 FEET IN HIGH EXCEPT AS NOTED.
- 6. A UNIOTANED TRAFF. CONTROL OFFICER AND VEHICLE SHALL BE USED TO DREECT TRAFF. AT SCHALIZED INTERESTRY SHALL THE SCHALL CONTROL IS TEMPORARLY WACTIF. AND AT OTHER LICATIONS AS WROCATED IN THE PLANS. ANY HAURS THAT THE CONTRACTOR DELISS MECESSARY SHALL BE WICLIDED IN THE COST OF 102"—14, TRAFF. CONTROL, OFFICE SHALL
  - THE CONTRACTOR SHALL USE MIDEX MUMBER 607 WHENEVER CONSTRUCTION EQUIPMENT IS RELOCATED OR DRISHING CPEN TRAVEL LANES
- & LOCATIONS FOR ADMINET WARNING AND EIRO CONSTRUCTION SIGNS, AS DEPICIED ON THE TRAFFIC CONTROL. PLANS, AIR, EMPROPRIATE AND THE CONTRUCTION SHALL POSITION SIGNS, APPROPRIATELY CONSIDERING THE EXISTING FIELD CONGITIANS.
  - THE CONTRACTOR SHALL LIMIT THE LEMGTH OF MILLING CHERATIONS NOT TO EXCEED MORE THAN CAN BE RESURFACED WITH THE FRIST LIFT OF THE STRUCTURAL COLFISE WITHIN THE SAME WORK PERIOD
- TO THROUGHOUTH THE WILLING OPERATIONS. THE CONTRACTOR SHALL HAVE A SELF-CONTAINED VACUUM TIPE. MODIE BROCKS ON THE VOB FOR CLEAN UP OF WILLED DUST MATERIAL.
- 11. TRUFFIC SHALL NOT BE ALLDINED ON ANY MILED SURFACE UNLESS OTHERWISE NOTED.
- 12 ARROWS SHOWN ON THE TRUFFIC CONTROL, PLANS INDICATE DIRECTION OF TRAFFIC THEY DO NOT REPRESENT PAVENDY MARKINGS UMESS SPECIFICALLY NOTED AS SUCH.
- 14. TRAFFIC SHALL BE AMMININED ON PAYED SURFACES AT ALL TIMES, UNLESS OTHERWISE HOTED IN THE PLANS, 13. THE COMPACTOR SHALL BE RESPONSIBLE TO DESIGN, BUILD AND MANIFAIN ALL TEMPORARY PAVEMENT FOR THE MANIFAMED OF TRAFFIC
  - IS THE FRICTION COURSE SWILL NOT BE PLACED UNTIL ALL PERHONENT ROLDBURY CONSTRUCTION HAS BEEN COMPLETED.
- 16. TRAFFC COUNTROWS, ACCIDENTS AND OTHER EMERGENCY CONDITIONS MAY REQUIRE THE ENGINEER TO MODIFY AND COMPACTORS SHOWN WE THESE FLAGS. THE CONTRACTOR SHALL WHICE THE REQUIRES THAN SOMEOTID BY THE REQUIRES WITHOUT DELAY.
  - 17 PROPOSED NEW SIGHAL WARRINARE HAY BE USED FOR TEMPORARY SIGNAL CONTROL TO THE EXTENT CONSTRUCTION FINES OFERAINED ALLOW IT EN CONTRACTION IS RESPONSED. FOR ANY ENGAGE TO ALL PROPOSED NEW SIGNAL WORKING DARING ITS TRANSPORMY USE.
- 14 THE CONTRACTION OF RESOURCES TO RETINE THE TRAFFS SIGNALS WITHIN THE THE PROJECT LANTS THIS ARE AFFECTED DUBLING WINDOUS PHASES OF CONSTRUCTION. COORDININE ALL SIGNAL RETURNING EFFORTS WITH VISHAL HANCHOL, P.E. PTDE, COUNTRY TRAFFLE ENGINEER. AT (841) 748-3500, EAT. 7815.
  - 20 ALL EXETTING TRAFFIC CONTROL SIGNS SHILL BE LUMTANED LATIR, PROPOSED SIGNING IS IN PLACE AND PUT INTO EFFECT. 19. THE NEW TRAFFIC SIGNALS ARE THE COMPACTOR'S FULL RESPONSIBILITY, INCLUDING OPERATION AND JAMIESVANCE, UNTIL FINAL ACCEPTANCE BY THE ENGINEER, IN COMJUNICION WITH THE MANIFAMING AGENCY
- 21 NO LANE CLOSURES OR DETOURS ARE PERMITED DURING CONTRACTION'S WOM-WIDEN HOURS UMLESS OTHERWISE SPECIFIED IN THE CONTRACT DECINIENTS.
- OTHERSES SPEARLED BY THE LANGUAGE PERMITTED ON US & DURNING PEAK HOURS, FROM 7 AM TO 8 PM, FOR 22 LANG CLOSHRES, SPAIL NOT BE PERMITTED ON LANG CLOSHRES, SAMMENT SAMMENT ON LANGUAGE CLOSHRES, SAMMENT SAMMENT ON LANGUAGE CLOSHRES, SAMMENT SAMMENT ON LANGUAGE PROPERTY OF THE PERMITTED PROPERTY OF THE PERMITTED PROPERTY OF THE PERMITTED Well of

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- 24 THE CONTRACTOR SIMIL NOT EXCANATE ANY ARDIS THAT CANNOT BE SUFELY RESTORED TO WEET THE CLEAR ZONE RECURREMENTS FOR MAINTAINING TRAFFIC WITHIN THE SAME WORK PERIOD.
- 25. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS, 45 HOURS IN ADVANCED OF CONSTRUCTION ACTIVITIES THAT MAY RESTRICT ACCESS.
- 26. THE CONTRACTOR SWILL BE RESPONSIBLE FOR MANTANING ACCESS TO PRIVATE DRIVES DURING CONSTRUCTION.
- 27. TEJECTORIZE (MOT) PAYEMENT MARKINGS SHALL BE REMONABLE REFLECTORIZED PAYEMENT MARKINGS UMLESS OTHERWISE ADMINITED
- 28 THROUGHOUT THE PROJECT LIMITS WHERE SIDENALES ENST, PEDESTRIAN TRAFTC SHALL BE LANKTANED ON AT LEAST ONE SIDE OF EACH ROLDMAY ON THE PROJECT AT ALL TWIES, USING WICK 660.
  - 29 MISTALL AND OPDIALE PORTASLE CHANGLARE MESSAGE SONS AT THE LOCATIONS SHOWN IN THE TRAFFIC CONTROL PLANS DURING CONSTRUCTION WITH THE FOLLOWING MESSAGES

# DAYTHE OPERATION PCMS MESSAGES ISR 64)

STACES DURME CONST.	MESSACE 2: B PM 70 6 AM
MESSAGES	MCHTLY LANE CLOSUME
PEKS PRICH CONST.	MESSACE 2 RR/RR/XR TO RR/XR/XR
MESSAGES THO IN	MESSAGE 1: MICHILY LANE CLOSURE

# WIGHTIME OPERATION POUR MESSAGES (SR 64)

	MESSACES DURING CONST	MESSAGE 2 REDUCE SPEED AMEAD
	MESSAGIS	MESSAGE 1. RIGHT LANE CLUSED
	WEEKS PRIOR CONST.	MESSAGE 2: XX/XX/XX TO XX/XX/!X
•	-1	MESSAGE 7: LANE CLOSED SR 64

# PCMS MESSAGES (MORGAN STANSON ROAD)

DURING CONST	ACSSAGE 2 USE CAUTION
MESSAGES	MESSAGE 1. RIGHT LANE CLOSED
WEST PRIOR CONST.	86255456 2: XX/XX/XX TO XX/XX/XX
ONL STATES	MESSAGE 1: DAILY LANE CLOSURE

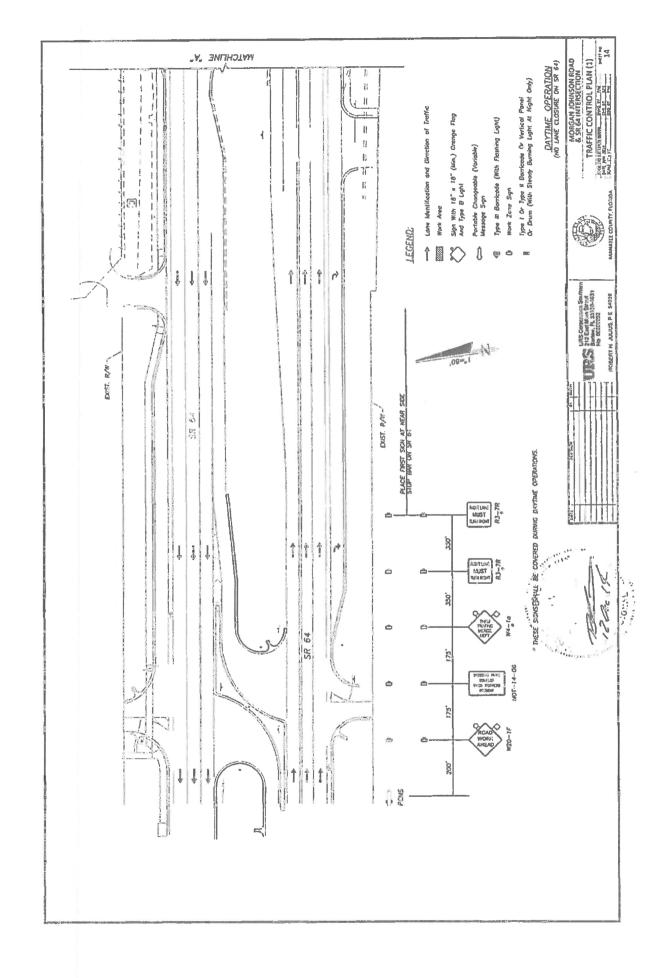
## CONSTRUCTION NOTES

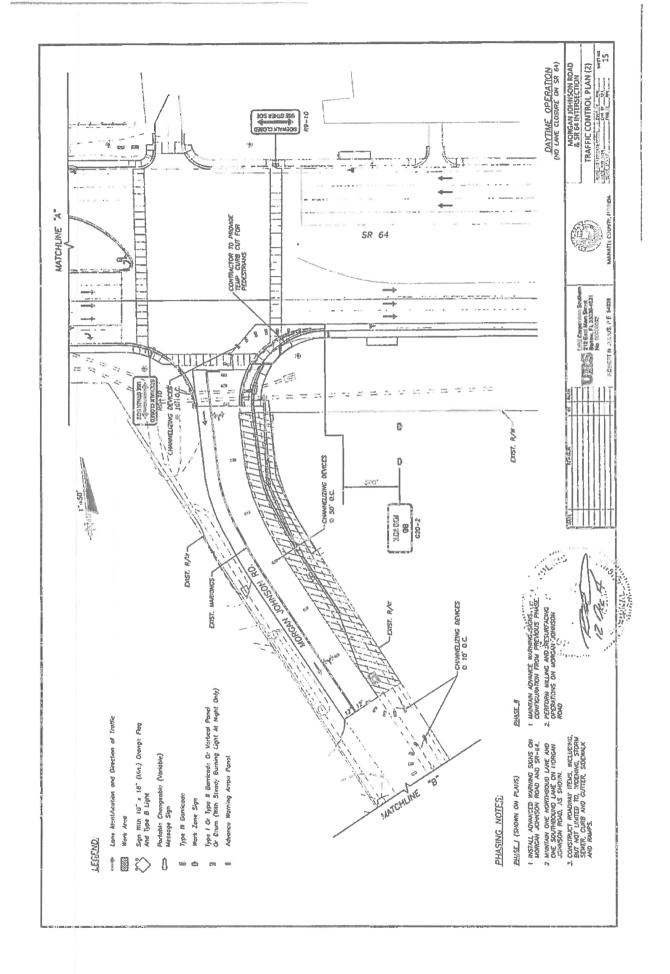
- I. THE COMPACTOR SHALL UTILZE HIDEX HIS TO CONSTRUCT: MILING GPERATORS, SHOULDER CONSTRUCTION, CLRB AND GUTTER, AND PARMIC S/EDATIONS.
- 2 THE COMPACTOR SAUL LIANT THE LENGTH OF THE WOX ZONE TO INNAT CAN BE COMPLETED AND RESTORED WITHIN THE SAME DAY'S BYORE EFFORT UNLESS GIVENINGS CALLED FOR IN THE PLANS.
  - 3, THE CONTRACTOR SHULL UTILIZE INDEX 607 TO CONSTRUCT FINAL MARKINGS

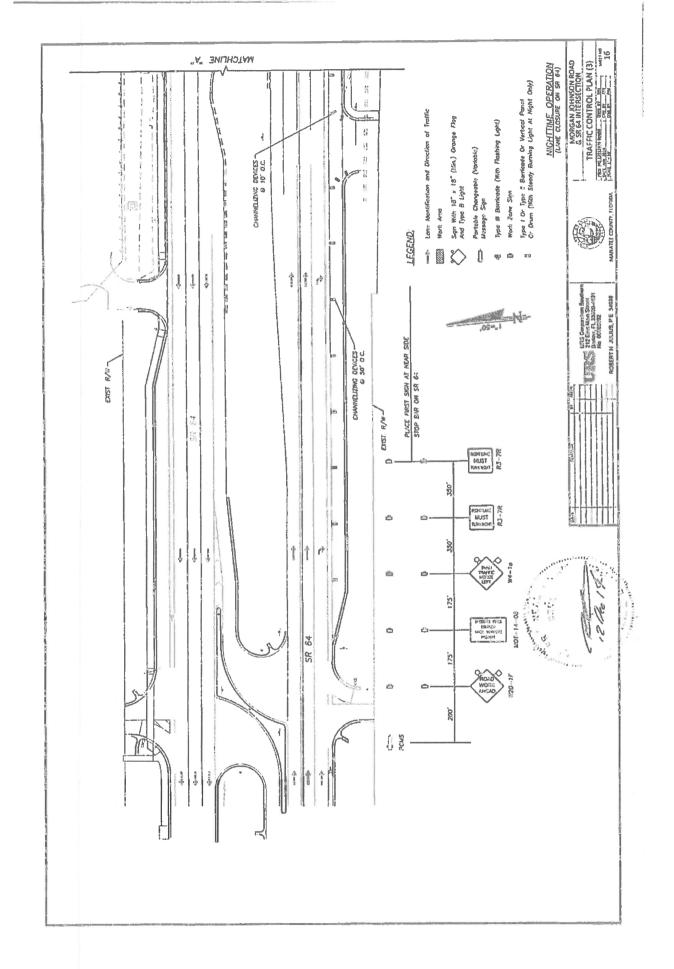
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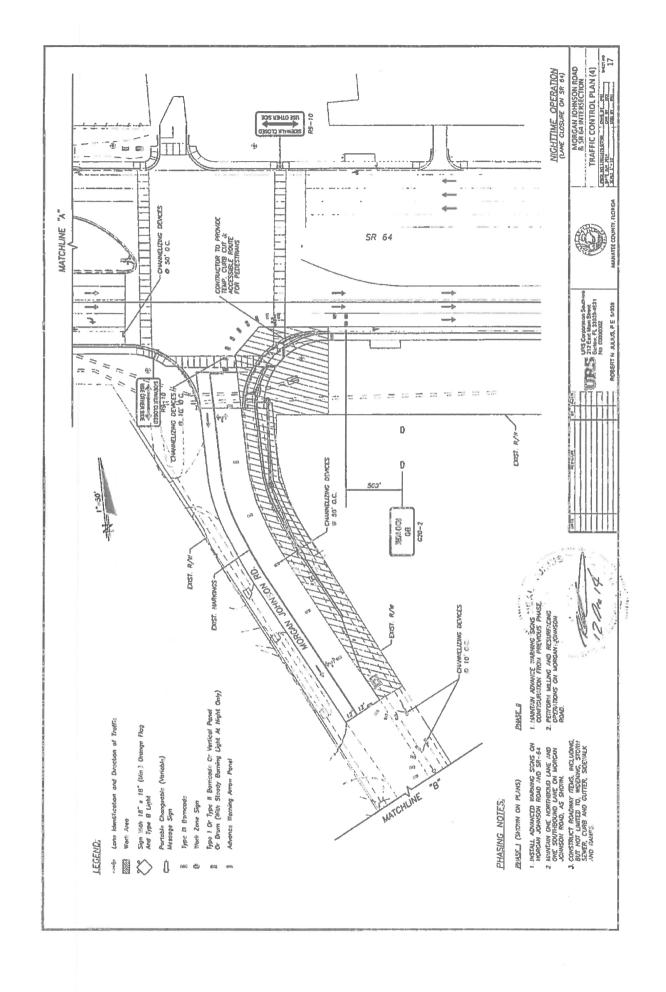
TRAFFIC CONTROL PLAN NOTES

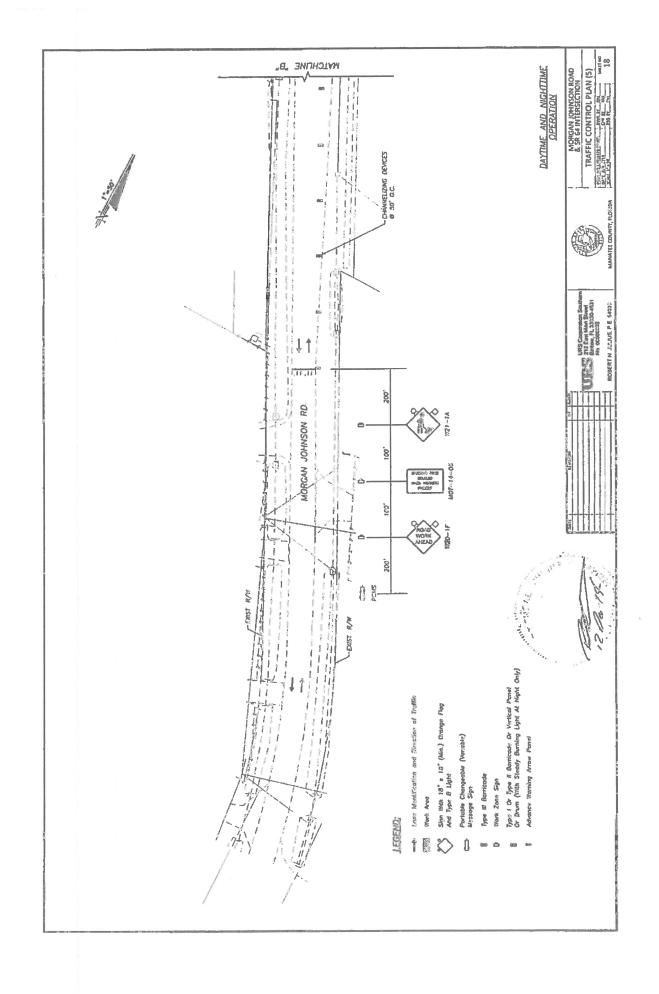
THE STATE OF THE MORGAN JOHNSON ROAD & SR 64 INTERSECTION











Name: SR 64 @ 57<sup>th</sup> St East and Morgan Johnson Road Intersection Improvements IFB #15-2828-OV

Financial Project ID 429871-1-58-01 (Federal Funds)

August 18, 2015

### 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.

<u>Item</u>		<u>Page</u>
1.	Bonding & Prequalification	2
2.	Buy America and Foreign Contractor and Supplier Restriction	2
3.	Change Orders	2
4.	Claims	4
5.	Contractor Purchased Equipment for State or Local County ship	4
6.	Disadvantage Business Enterprise (DBE)	4
7.	On-The-Job Training Requirements	5
8.	Equal Employment Opportunity	9
9.	Equipment Rental Rates	10
	Foreign Contractor and Supplier Restriction	11
11.	Incentive/Disincentive Clauses	11
12.	Indian Preference on Federal Aid Projects	11
13.	Requirements for Federal Jobs	11
14.	Liquidated Damages	11
15.	State/Local Hiring Preference	12
16.	Method of Bidding	12
	County Force Account/Cost Effective Justification	12
18.	Patented/Propriety Materials	12
19.	Prevailing Minimum Wage	12
	Progress Payments	17
21.	Prohibition Against Convict Produced Materials	20
22.	Public Agencies in Competition with Private Sector	20
23.	Publicly-Owned Equipment	20
	Salvage Credits	20
	Standardized Changes Conditions Contract Clauses	20
	State Produced Materials (Florida or Other)	21
	State/Local Owned/Furnished/Designated Materials	21
28.	Subcontracting	21
29.	Termination of Contract	22
	Time Extensions	22
31.	E-Verify	22
	Title VI – Of the Civil Right Act of 1964 and Related Statutes	23
33.	Non-Collusion Provision	24
34.	Lobbying Certification	24
35.	Suspension and Debarment	25
	Legal Requirements/Responsibility to Public Disadvantaged Business Program	26
	LAP Certification of Current Capacity	29
	Title VI and Non – Appendices A and E 2015	31
39.	W375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and	
	Voluntary Exclusion	33
40.	W375-030-33, 34 Lobbying Certification	34
	Non Collusion Declaration and Compliance W575-060-13	38
42.	FHWA 1273	41

#### 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

6-5.2 Source of Supply - Steel: 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, pre-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 manufacturer 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. Prior to 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. (a) Change Orders (Changes in the Work) (REF): Construction Agreement, Changes in Work, Article V)

Without invalidating the Agreement and without notice to any Surety, County 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.

County and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by County, 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.

### 3. (b) Change Order (Changes of Contract Price) (REF: Construction Agreement, Changes in Work, Article V)

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 twenty-one (21) 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 County 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.

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

### 3. (c) <u>Change Order (Changes of Contract Time)</u>, (REF): <u>Construction Agreement</u>, <u>Changes in Work</u>, <u>Article V)</u>

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 County 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

#### Contract Claims (REF): Construction Agreement, General Conditions – Article VIII)

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 County 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 twenty (20) days after the date on which County/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said twenty (20) 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 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 County ship

County does not allow.

#### 6. <u>Disadvantage Business Enterprise (DBE)</u>

The DBE goal for this contract is 9.91%. Reference: "Legal Requirements and Responsibility to the Public – Disadvantaged Business Enterprise Program" revised 10-23-2012. (FA 11-15-12) (7-13) (See pages 26-28).

#### 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.

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.
- 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, and 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 this 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 and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book. Allowable Equipment Rates will be established as set out below:

- (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 County 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 County 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 May 1, 2012 is posted on the Department's website at the following URL address:

http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/files/FHWA1273.pdf

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids. Comply with provisions contained in FHWA 1273. In addition to the requirements of Section IV, No. 3(a), include gender and race in the weekly annotated payroll records. If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

#### 14. Liquidated Damages

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

Contract Amount	Daily Charge per Day
\$50,000 and under	\$836
Over \$50,000 but less than \$250,000	\$884
\$250,000 but less than \$500,000	\$1074
\$500,000 but less than \$2,500,000	\$1742
\$2,500,000 but less than \$5,000,000	\$2876
\$5,000,000 but less than \$10,000,000	\$3770
\$10,000,000 but less than \$15,000,000	\$4624
\$15,000,000 but less than \$20,000,000	\$5696
\$20,000,000 and over	\$9788 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 County may have granted the Contractor or, in case of his default, the surety shall pay to the County, not as a penalty, but as liquidated damages, in the amount of \$1,074.00 per calendar day in which work is not completed.

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

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

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

#### 15. State/Local Hiring Preference

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

## 16. Method of Bidding

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

#### 17. County Force Account/Cost Effective Justification

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

### 18. Patented/Proprietary Materials

County certifies that neither patented nor proprietary materials are required or specifically named in the specifications to be used for this project.

### 19. 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)

6. FL150218

6. Output, 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

**County: Manatee County in Florida** 

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: FL150218 01/02/2015 FL218

State: Florida

Construction Type: Highway

County: County in Florida.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 15, 2015. If the contract is covered by the EO, the contractor must pay all workers in any classification

listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontractors.

Modification Number Publication Date 0 01/02/2015

				010010
SUEL	201	3-036	08/1	9/2013

	Rates	Fringes
CARPENTER, Includes Form Work	\$ 8.00	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.89	0.00
ELECTRICIAN	\$ 21.80	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	\$ 16.79	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	\$ 12.13	0.00
INSTALLER - GUARDRAIL	\$ 11.94	0.28
IRONWORKER, ORNAMENTAL	\$ 13.48	0.00
IRONWORKER, REINFORCING	\$ 16.39	0.00
IRONWORKER, STRUCTURAL	\$ 16.42	0.00
LABORER: (Traffic Control Specialist)	\$ 13.19	2.11
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor:	\$ 13.89	0.00
LABORER: Common or General.	\$ 10.87	0.00
LABORER: Flagger	\$ 11.77	0.00
LABORER: Grade Checker	\$ 15.00	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 12.93	0.00
LABORER: Pipelayer	\$ 13.95	0.00
OPERATOR:		

13

Backhoe/Excavator/Trackhoe	\$ 14.81	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.	\$ 12.88	0.00
OPERATOR: Broom/Sweeper	\$ 13.69	0.00
OPERATOR: Bulldozer	\$ 16.79	0.00
OPERATOR: Concrete Finishing Machine	\$ 15.44	0.00
OPERATOR: Crane	\$ 21.69	0.00
OPERATOR: Curb Machine	\$ 19.67	0.00
OPERATOR: Drill.	\$ 14.78	0.00
OPERATOR: Forklift	\$ 12.58	0.00
OPERATOR: Gradall.	\$ 14.71	0.00
OPERATOR: Grader/Blade.	\$ 18.04	0.00
OPERATOR: Loader	\$ 14.51	0.00
OPERATOR: Mechanic	\$ 19.49	0.00
OPERATOR: Milling Machine.	\$ 16.09	0.00
OPERATOR: Oiler	\$ 17.31	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 18.32	0.00
OPERATOR: Piledriver	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).	\$ 19.35	0.00
OPERATOR: Roller	\$ 13.79	0.00
OPERATOR: Scraper	\$ 11.74	0.00
OPERATOR: Screed.	\$ 16.74	0.00
OPERATOR: Tractor	\$ 12.89	0.00
OPERATOR: Trencher.	\$ 16.07	0.66
PAINTER: Spray.	\$ 16.38	0.00
TRUCK DRIVER: Dump Truck	\$ 14.22	0.00

TRUCK DRIVER: Flatbed Truck.	\$ 14.13	0.00
TRUCK DRIVER: Lowboy Truck	\$ 18.29	0.00
TRUCK DRIVER: Slurry Truck	\$ 11.96	0.00
TRUCK DRIVER: Water Truck	\$ 14.88	0.00

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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)).

\_\_\_\_\_

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 rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

## Survey Rate Identifiers

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

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

### Union Average Rate Identifiers

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

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

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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

### 20. Progress Payments/Estimates (REF): Construction Agreement, Article III) 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 County will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The County 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 - (REF): Construction Agreement, Section 5. Payments, item (6 i), and item (8).

Retainage will be determined for each job on multiple job Contracts. The County 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.

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.

**Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the County, the County may disqualify the Contractor from bidding on future County contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory. The County may also disqualify the surety from issuing bonds for future County contracts if they similarly fail to perform under the terms of their bond.

Withholding Payment for Defective Work: If the County discovers any defective work or material prior to the final acceptance, or if the County has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the County 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 County 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 County will withhold progress payments until the Contract has satisfied the above conditions.

Release of Retainage After Acceptance: When the Contractor has furnished the County 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 County may reduce the retainage to \$1,000 plus any amount that the County elects to deduct for defective work.

The County 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 County may deduct from payment estimates any sums that the Contractor owes to the County on any account. Where more than one project or job (separate job number) is included in the Contract, the County 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 County 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 County 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 County a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and County. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the County. 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 constructions contract between the Contractor and the supplier of the stockpiled materials:
  - "Notwithstanding anything to the contrary, <a href="supplier"><a href=
  - "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 County."
- (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 County 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 County 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 County. 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 County.

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 County will honor an exception to the above when the written notification of any such good cause to both the County 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 County will pay the estimate, less any sums that the County may have deducted or retained under the