

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

375-040-19  
 PROCUREMENT  
 OGC - 07/15  
 Page 1 of 8

Agreement No.: BE234  
 Financial Project I.D.: 21425617216  
 F.E.I.D. No: F59-3686474-001  
 Appropriation Bill Number(s)/Line Item Number(s) for 1st year of  
 contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_  
(required for contracts in excess of \$5 million)  
 Procurement No.: ITB-DOT-15/16-2371-DS  
 D.M.S. Catalog Class No.: 71122307, et. al

BY THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of June, 2016, by and  
 between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and  
R.J.P. Enterprises, Inc.  
 of 1722 NW 80th Blvd. #50, Gainesville, Florida 32606  
 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Performance of the National Pollution Discharge Elimination System (NPDES)  
 Municipal Separate Storm Sewer System (MS4) program's Structural Best Management Practices,  
 the Department does hereby retain the Vendor to furnish certain services, information, and items as  
 described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking  
 any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall  
 enter into an Amendment covering such work and compensation. Reference herein to this Agreement  
 shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this  
 Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be  
 the exclusive property of the Department without restriction or limitation on their use and shall be made  
 available, upon request, to the Department at any time during the performance of such services and/or  
 upon completion or termination of this Agreement. Upon delivery to the Department of said document(s),  
 the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes.  
 The Vendor shall not copyright any material and products or patent any invention developed under this  
 Agreement. The Department shall have the right to visit the site for inspection of the work and the  
 products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the  
 professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules  
 promulgated by the Department of Business and Professional Regulation, and guidelines published by  
 the Department, in effect at the time of execution of this Agreement. In the event that changes in the  
 statutes or rules create a conflict with the requirements of published guidelines, requirements of the  
 statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department  
 and at intervals established by the Department. The Department shall be entitled at all times to be  
 advised, at its request, as to the status of work being done by the Vendor and of the details thereof.  
 Coordination shall be maintained by the Vendor with representatives of the Department, or of other  
 agencies interested in the project on behalf of the Department. Either party to this Agreement may  
 request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all  
 questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this  
 Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount  
 of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon  
 the parties hereto. Adjustments of compensation and contract time because of any major changes in the  
 work that may become necessary or desirable as the work progresses shall be subject to mutual  
 agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Director of Transportation Operations

## 2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or 3 years from execution date, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- Services shall commence July 1, 2016 and shall be completed by June 30, 2019 or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by \_\_\_\_\_ or date of termination, whichever occurs first.
- Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

- This Agreement may not be renewed.
- This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

## 3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and the Department's Disbursement Handbook - For Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**PAYMENT FOR CLAIMS:** The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 500,000.00 per person and \$ 1,000,000.00 each occurrence, and property damage insurance of at least \$ 500,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ \_\_\_\_\_.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
  - (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
  - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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 vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

- The following provision is not applicable to this Agreement:  
 The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT  
2475 Apalachee Pkwy  
Tallahassee, Florida 32301-4946  
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises  
12425 - 28th Street, North  
St. Petersburg, FL 33716-1826  
(800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
  - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement:  
Exhibit A, Scope of Services: Exhibit B, Details for Unit Rates: Exhibit C, Method of Compensation  
Appendix A-2, 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- L. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

R.J.P. Enterprises, Inc.  
Name of Vendor

BY: Robert J Polvora  
Authorized Signature

Robert J Polvora  
(Print/Type)

Title: President

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: [Signature] 6/21/2016  
Authorized Signature

R. P. (Phil) Bishop, Jr., P. E.  
(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: [Signature]  
Procurement Office

LEGAL REVIEW: [Signature]



TO: PC232DS@dot.state.fl.us  
 SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT BE234  
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 FUNDS APPROVAL

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Contract #BE234      Contract Type:                      Method of Procurement:  
 Vendor Name: R.J.P. ENTERPRIS  
 Vendor ID: VF593686474001  
 Beginning date of this Agmt: 07/01/16  
 Ending date of this Agmt: 06/30/19  
 \*\*\*\*\*  
 ORG-CODE      \*EO \*OBJECT \*AMOUNT                      \*FIN PROJECT \*FCT \*CFDA  
 (FISCAL YEAR)      \*BUDGET ENTITY                      \*CATEGORY/CAT YEAR  
 AMENDMENT ID      \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
 \*\*\*\*\*  
 Action: ORIGINAL                      Funds have been: APPROVED  
 55 024040210 \*A1 \*242059 \*      1009830.00 \*21425617216 \*498 \*  
 2016                      \*55150200                      \*088712/16  
 0001                      \*00 \*                      \*0001/04

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TOTAL AMOUNT:      \*\$      1,009,830.00 \*

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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
 DATE: 06/20/2016



RJPENTE-01 CARRIOND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # \* Insurance Office of America, Inc. 1 Sleiman Parkway Suite 130 Jacksonville, FL 32216 CONTACT NAME: Diana Carrion PHONE: (904) 448-9777 FAX: (904) 448-9788 E-MAIL ADDRESS: Diana.Carrion@ioausa.com INSURER(S) AFFORDING COVERAGE: INSURER A: Southern-Owners Insurance Company NAIC #: 10190 INSURER B: Auto-Owners Insurance Company 18988 INSURER C: Starstone Specialty Insurance Company (f/k/a Torus Specialty Ins. 44776 INSURER D: ACE American Insurance Company 22667

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For: District II Project 15116-2371-DS Certificate holder is additional insured as respects to general liability as required under written contract.

CERTIFICATE HOLDER: Department of Transportation Procurement Office - Darlene Sawyer (MS2015) 1109 S Marion Avenue Lake City, FL 32025-5874 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: A. Sawyer

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2016

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

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

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC ID: (Essential) c/o Essential HR, Inc. dba First Star HR 4455 LBJ Freeway, Suite 1080 Dallas, TX 75244	<b>CONTACT NAME:</b> Jennifer Hauger <b>PHONE (A/C, No, Ext):</b> 972-404-0295 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jennifer.hauger@firststarhr.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : SUNZ Insurance Company 34762 INSURER B : Aspen Re - London - Best Rating "A+" INSURER C : Chaucer Syndicate - Lloyds - Best Rating "A+" INSURER D : Faraday Syndicate - Lloyds - Best Rating "A+" INSURER E : INSURER F :
<b>INSURED</b> Essential HR Inc FirstStar HR 4455 LBJ Freeway Suite 1080 Dallas TX 75244	

**COVERAGES** **CERTIFICATE NUMBER: 30283853** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCPEO0000184 03	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation						This is for informational purposes and nothing shall create any right under such reinsurance.
C	Excess Coverage						
D							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: R.J.P. Enterprises, Inc.  
 Effective date: 8/21/2015  
 Project Name: DISTRICT 11 - PROJECT NO. ITB-DOT-15/16-2371-DS 1109 SOUTH MARION AVENUE, LAKE CITY, FL.

<b>CERTIFICATE HOLDER</b> 62200226  Department of Transportation Procurement Office - MS2015 1109 S. Marion Avenue Lake City FL 32025	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Glen J Distefano
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ACORD 25 (2016/03)

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COMMERCIAL GENERAL LIABILITY  
55373 (1-07)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- A. Under SECTION II - WHO IS AN INSURED, the following is added:**

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

- B. Under SECTION III - LIMITS OF INSURANCE, the following is added:**

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:**

1. The following provision is added to **4. Other Insurance**:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

**Other Additional Insured Coverage Issued By Us**

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

**COMMERCIAL GENERAL LIABILITY  
55091 (10-08)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY PLUS  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**1. EXTENDED WATERCRAFT LIABILITY**

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g.,** exclusion (2) is deleted and is replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

**2. HIRED AUTO AND NON-OWNED AUTO LIABILITY**

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

**Coverage**

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days

and which is used in your business.

**Exclusions**

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage:

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) That are, or are contained in any property that is:
    - 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
    - 2) Otherwise in the course of transit by you or on your behalf; or

- 3) Being disposed of, stored, treated or processed into or upon the "auto";
- (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
- (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting in your behalf.
- c. (1) (a) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.
- c. (1) (b) and c. (1) (c) above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
- (1) Property owned or being transported by, or rented or loaned to any insured; or
- (2) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.
- g. "Bodily injury" to:
- (1) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.
- This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract".
- (2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

#### Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED**, is deleted and replaced by the following:

#### SECTION II - WHO IS AN INSURED

Each of the following is an insured with respect to this coverage:

- a. You.
- b. Your partners if you are designated in the Declarations as a partnership or a joint venture.
- c. Your members if you are designated in the Declarations as a limited liability company.
- d. Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured;

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.

- b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
  - (1) Such person; or
  - (2) Any partner or "executive officer" of yours or a member of his or her household; or
  - (3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- d. The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

#### Additional Definitions

The following definition applies to only this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

#### Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE**, is deleted and replaced by the following:

#### SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:

(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".

(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".

(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

**3. BROADENED SUPPLEMENTARY PAYMENTS**

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** and **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

Paragraph 4., the amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

**4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**

If the endorsement, **EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04,**

is not attached to this policy, then the following is added to **SECTION III - LIMITS OF INSURANCE:**

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

**5. PERSONAL INJURY EXTENSION**

a. If the endorsement **EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350,** is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION,** does not apply.

b. If the endorsement **EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350,** is not attached to this policy, then under **SECTION V - DEFINITIONS, 15.** "Personal injury" is deleted and replaced by the following:

**15.** "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy; or
- f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.



**6. BROADENED KNOWLEDGE OF OCCURRENCE**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, the following paragraph is added:

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a.** If the notice of a new claim is given to your "employee"; and
- b.** That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

- a.** To you; or
- b.** To any officer, director, partner, risk manager or insurance manager of yours.

**7. DAMAGE TO PREMISES RENTED TO YOU**

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, a. Limits of Insurance.**

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

- (1)** "Property damage" to:
  - (a)** The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
  - (b)** Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

**(2)** "Property damage" caused by or resulting from any of the following:

- (a)** Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- (b)** Cracking, settling, expansion or shrinking;
- (c)** Smoke or smog;
- (d)** Birds, insects, rodents or other animals;
- (e)** Wear and tear;
- (f)** Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- (g)** Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
  - 1)** You make a reasonable effort to maintain heat in the building or structure; or
  - 2)** You drain the equipment and shut off the water supply if the heat is not maintained.

**(3)** "Property damage" caused directly or indirectly by any of the following:

- (a)** Water that backs up from a drain or sewer;
- (b)** Mud flow or mudslide;
- (c)** Volcanic eruption, explosion or effusion;
- (d)** Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- (e)** Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;

- (f) Water under the ground surface pressing on, or seeping or flowing through:
  - 1) Walls, foundations, floors or paved surfaces;
  - 2) Basements, whether paved or not; or
  - 3) Doors, windows or other openings.

- (4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

**a. Limits of Insurance**

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, paragraph 6. is deleted and replaced by the following:

- 6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

- b. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, paragraph b., the word fire is amended to include fire, lightning, explosion, smoke or water damage.

**8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
  - (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
  - (2) In an oral contract or agreement, executed prior to loss, to name as an additional

insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability for:

- (1) "Bodily injury";
- (2) "Property damage";
- (3) "Personal injury"; or
- (4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. The following is added to SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- b. This provision is subject to the following additional exclusions, applicable to this provision only:
  - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.
- c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Under **SECTION II - WHO IS AN INSURED**, Paragraph 4. is deleted and replaced by the following:

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or

form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**11. BLANKET WAIVER OF SUBROGATION**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**BID TABULATION**

**BID NUMBER:** ITB-DOT-15/16-2371-DS

**BID TITLE:** Performance of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Program's Structural Best Management Practices

**POSTING (TIME/DATE):** FROM: 06/08/2016 @ 5:00 PM UNTIL: 06/13/2016 @ 5:00 PM

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57 (3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

**OPENING DATE:** June 7, 2016@2:00pm

**OPENED BY:** Darlene Sawyer

**WITNESSED BY:** Sandy Cabalit

PAGE 1 OF 1 PAGE(S)

Bidders	Price						Intended Award
RJP Enterprises, Inc	\$1,191,515.00						X

Receipt of No Competitive Bids Evaluated by: Darlene Sawyer, Procurement: Alan Obaiqbena, Project Manager  
 JUSTIFICATION FOR AWARD OF SINGLE BID: NPDES & MS4 related projects are very unique and need vendor that meets, understands the scope and objectives of the projects associated with this program. This vendor has successfully demonstrated it has the experience and understanding to carry ou the scope and objectives

X Indicates apparent awarded vendor, but does not constitute an acceptance of any offer created by vendor's bid. No binding contract will be deemed to exist until such time as a Purchase Order or written acceptance by the Department has been issued. If irregularities are subsequently discovered in the vendor's bid or if the vendor fails to submit required Bonds and Insurance or otherwise fails to comply with the bid requirements, the Department has the Right to Award to the vendor that is the second low, reject all bids, or act in the best interest of the Department.

## **EXHIBIT A SCOPE OF SERVICES**

### **I. GENERAL**

- A. The Florida Department of Transportation, (Department) District Two, desires Vendor services on an as-needed basis, to be determined solely at the Department's discretion, for the performance maintenance related activities in relation to the National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) program's Structural Best Management Practices in all NPDES MS4 delegated counties and areas covered by Basin Management Action Plans (BMAPs) and/or Total Maximum Daily Loads (TMDLs).
- B. Services to be performed by the Vendor may include, without limitation, surveying activities; slope rehabilitation; nuisance vegetation and grass control; outfall structures and catch basin rehabilitation and cleaning; routine mechanical sweeping; sampling; and the construction or reconstruction of stormwater management and conveyance systems and their associated structures.
- C. Counties that are included in this Agreement are NPDES MS4 Phase 1 delegated Duval (Phase 1), and Phase 2 delegated Alachua, Clay, and St. Johns. The Department reserves the right to add other counties as they become delegated under the NPDES program in any form.
- D. The Department reserves the right to use other Vendors for any purpose. The Vendor agrees that this Agreement is a non-exclusive Agreement for services on an "as needed" basis. The award of this Agreement does not necessarily grant the right to perform any specific work.
- E. The Invitation to Bid Advertisement (Advertisement) Paragraph (34) is amended as follows: The Department incorporates the following documents by reference and establishes an order of precedence. The documents below are incorporated by reference into the Agreement and which, in case of conflict, shall have the following order of precedence listed:
  - (1) Scope of Services
  - (2) Maintenance Special Provisions and Supplemental Specifications (Appendix A-1)
  - (3) Bid Sheet
  - (4) Standard Written Agreement
  - (5) Florida Department of Transportation Road and Bridge Specifications 2016 (Appendix A-2)
  - (6) Advertisement
  - (7) Current Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the associated updates
  - (8) The Department's Design Standard (most current edition)
  - (9) The Department of Environmental Protection (DEP) Guidance for the Management

of Street Sweepings, Catch Basin Sediments, and Stormwater Sediments

- (10) The Department's Statewide Stormwater Management Plan (SSWMP- 2012) or current edition.
  - (11) Instructions to Respondents (PUR 1001)
  - (12) General Conditions (PUR 1000) Introduction Section
- F. The provision below is added to and made part of Section 8. C. of the Standard Written Agreement. No oral agreements or representations shall be valid or binding upon the Department or the Vendor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against the Department. The Vendor shall not unilaterally modify the terms of the Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Agreement for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions. The Vendor acknowledges and agrees the Department's Project Manager/staff signature is binding upon the Department only to the extent the signature acknowledges receipt of the Vendor's services or authorizes payment. The Department's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- G. The failure of the Department to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished by the Department in writing.
- H. A working day is defined as Monday through Friday, allowable work hours may vary from project to project and will be affected by proximity of work to the roadway, traffic volumes, and scope of any needed maintenance of traffic (MOT). A Calendar day is every day shown on the calendar, ending and beginning at midnight. No work is authorized on Saturdays, Sundays, or State Holidays without prior written approval from the Department.
- I. The Advertisement Paragraph (35) is amended as follows: The Vendor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Department and Vendor (Parties) wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date designated on the contract document, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of \$100.00 per day for each calendar day after the designated completion date that

the Vendor fails to complete the services. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

- J. The Department's Standard Written Agreement Section 3.I. is amended to add the following provisions. Vendor shall provide to the Department as a deliverable a copy of all documents and all other work products requested by the Department (deliverables). The deliverables shall include at least one (1) electronic copy of all documents in a form compatible with the Department's computer capabilities. The electronic copy shall include all intelligent files, media files, or any other electronic data files that were referenced or used by the Vendor in the preparation of the documents and work product. Copies of these documents and records shall be furnished to the Department upon written request without additional costs. Records shall include, without limitation, all transport, disposal, manifesting and other environmental records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors necessary by the Department for a proper audit.
  
- K. The Department's Standard Written Agreement Section 4.A. is amended to add the following provisions. Vendor shall become familiar with and comply with any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits or decrees including environmental laws, rules, regulations, and permits ("Federal, State, and Local Rules and Regulations"). Vendor shall indemnify, defend, and save harmless the Department and all of its officers, agents, and employees, against all claims or liability including owner, generator, arranger, transporter, and disposer liability arising from the services provided under this Agreement or based on any violation of any such Federal, State, and Local Rules and Regulations, whether by Vendor or Vendor's employees. Vendor's obligations include at the Department's option, to participate and associate with the Department in settlement negotiations, mediation, and the defense and trial of any liabilities. Vendor shall notify the Department in writing immediately upon becoming aware of any liabilities. Vendor's obligation shall be triggered by the Department's written notice of claim for indemnification to the Vendor. Vendor's inability to evaluate liability, or its evaluation of liability shall not excuse performance of the provisions of this section.
  
- L. Vendor's failure to comply with any term of this Agreement shall, in the sole determination of the Department, be grounds for immediate unilateral termination of this Agreement.

- M. All Maintenance of Traffic (MOT) shall be governed by Section 102 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the associated updates, the requirements of the Department's Design Standard Indexes, most recent edition and revisions thereto, shall apply to the minimum traffic control standards. Vendor shall submit a proposed traffic control plan to the Project Manager for written approval prior to beginning work at any location. Any maintenance of traffic plan that deviates from the Department's Design Standard Index Numbers 600 through 700 shall be signed and sealed by a Florida Registered Professional Engineer.
- N. All Mobilization shall be governed by Section 101 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- O. All Erosion Control shall be governed by Section 104 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Vendor must use the Erosion and Sediment Control feature types found in the State of Florida Erosion and Sediment Control Designer and Review Manual. All feature types shall be installed and maintained in accordance with Series 100 of the Department's most recent Design Standard Indexes. Vendor shall provide a worksite certified Stormwater Erosion and Sedimentation Control Inspector to monitor all erosion and sedimentation related activities.

## **II. SERVICES REQUIRED OF THE VENDOR:**

- A. Vendor shall preserve from damage all property in any way affected by Vendor's performance or breach under this Agreement. Any such damage occurring to property shall be immediately repaired at the Vendor's expense. If the Vendor does not immediately repair any damage, then the Department at its discretion may repair the property damage. Should the Department elect to repair the property damage, then the Department shall provide the Vendor with an invoice for any and all costs incurred by the Department to correct the damage and the Vendor shall pay the invoice. All Department invoices submitted to the Vendor for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.
- B. Vendor shall begin work within seven working days after receipt of a Letter of Authorization (LOA). If the Vendor does not begin work by the end of the seventh working day, excluding the date of initial notification, liquidated damages may be assessed. Vendor shall provide written notification indicating delays caused by weather, accident, and/or unforeseen circumstances. All work authorizations shall be completed within the terms of the



Agreement.

- C. Vendor shall submit a Debris Disposal Plan (DDP) to the Department along with the written bid. The DDP shall address all phases of generation, collection, stockpiling, transporting, storing and disposing of all materials (liquids and solids) generated as a result of maintenance activities associated with this agreement. For all materials that will be disposed of, the Vendor shall obtain the Engineer's written approval for the location of all disposal areas including commercially operated facilities accepting waste from the project. The DDP and methods of operations shall comply with all terms of this Agreement and any and all Federal, State, and Local Rules and Regulations and DEP Guidance Document at the time of disposal. The Vendor will have no more than sixty (60) days in which to secure approval from the Department for the DDP (and/or any/all revisions). No work that generates waste for staging, storage, or disposal shall be performed by the Vendor prior to the Department's written approval of the Vendor's DDP. Costs involved with the storage, transport, and disposal of debris will be included in the contract unit price for the work activity being completed. The Vendor shall submit to the Department all documents required demonstrating compliance with all Federal, State, and Local Rules and Regulations at the time of disposal.
- D. Vendor shall be responsible for providing all incidentals necessary to accomplish the work and provide materials including without limitation, mobilization, maintenance of traffic, sampling, surveying, and erosion control. The cost of all incidentals shall be included in the Detail for Unit Rates for work accomplished set forth in Exhibit B. The Vendor agrees that the estimated quantities of services or materials to be furnished may be decreased, increased, deleted or added at the sole discretion of the Department without effect on the Detail for Unit Rate price.
- E. Vendor shall conduct all sampling and analytical laboratory services in accordance with this Agreement and all governmental law regulating sampling, sampling handling, chain of custody, and record keeping requirements. Vendor shall comply with EPA/DEP Standard Operating Procedures and Protocols including, without limitation a DEP Comprehensive Quality Assurance Plan. Analytical laboratory services shall be provided by a laboratory certified by the National Environmental Laboratory Accreditation Conference (NELAC) certification and the Florida Department of Health Environmental Certification Program for the matrix/test methods/analyte. Vendor shall maintain all records arising in the performance of this work and provide a copy to the Department.
- F. Vendor shall provide analytic results as follows: the standard turn-around time for analytical results shall be fifteen (15) working days (maximum) or the minimum time for analysis as specified by Federal, State, and Local Rules and Regulations and the most current regulation, guidance document, or approved method for such analysis. If Vendor does not provide the analytical results within the turn-around times for analytical testing, then the Department at its sole discretion may: (1) require the Vendor to perform

testing without additional cost to the Department; or (2) select another Vendor to perform analytical testing.

G. Vendor shall provide a copy of the raw data, QA/QC and results report to the Project Manager or designee within fifteen (15) working days from the time the sample was taken. All reports shall provide an analytical determination that summarizes laboratory analysis, current regulatory standards, current regulatory exceedance level, and shall be in the same units as directly referenced in the applicable Federal, State, and Local Rules and Regulations and the most current regulation, guidance document or approved method. Any reports submitted to the Department not summarizing analytical results in applicable units may at the discretion of the Department be rejected and required to be redone without cost.

H. The Vendor shall be trained to identify and report conditions in the stormwater facilities that may indicate the presence of illicit discharges, illicit connections, and/or dumping to the Municipal Separate Storm Sewer System (MS4) as defined in Chapter 62-624. Illicit Discharge and Detection and Elimination (IDDE) training shall include an overview of the NPDES stormwater permitting requirements. Documentation of the training shall be provided to the Department. The Vendor shall instruct employees to be alert for illicit connections and suspicious flows while performing work under the Letter of Authorization. Any/all possible illicit discharges are to be immediately reported in writing to the Project Manager. Documentation shall include the detailed location, photographs, and any noted odors or flows emanating from the suspect connection or flow.

I. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Vendor in conjunction with this Agreement.

1. Specifically, Vendor shall: (i) keep and maintain public records that ordinary and necessarily would be required by the Department in order to perform services being performed by Vendor; and (ii) provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (iv) meet all requirements for retaining public records and transfer, at no cost to the Department, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

2. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

### **III. DEPARTMENT RESPONSIBILITIES**

- A. The Department will provide a Project Manager to oversee the work in progress. The Department's Project Manager is:

District Water Resources Engineer/NPDES Administration  
Attention: Alan Obaigbena  
Florida Department of Transportation  
1109 South Marion Ave M.S. 2010  
Lake City, Florida 32025  
(386) 961-7064

- B. The Department will provide as-built plans and obtain all environmental permits necessary, if required, to accomplish the work.

- C. The Department's Project Manager shall issue an LOA for services to be provided on each project. For each LOA the Department shall designate a specific location, work to be accomplished, and price based on the rates established in the bid tabulation sheets (Exhibit B). The Department and the Vendor shall mutually agree upon the final costs and the number of days to be allowed for the completion of each LOA. All work shall be completed within the time allowed or liquidated damages may be charged. The LOA shall be considered complete when all authorized work has been completed and final accepted by the Project Manager. The Project Manager shall review all invoices and backup documents submitted by the Vendor prior to approval of payment. Payment will be made after Project Manager's final acceptance and written approval of invoices and backup documents.

#### IV. GENERAL WORK ITEMS

##### *Clearing and Grubbing/ Structure Removal*

This work shall include clearing and grubbing and structure removal in accordance with Section 110 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and as expanded in Appendix A-1. This item consists of complete removal and proper disposal of all vegetation, debris, drainage structures, flexible pavement, curb and gutter, buildings or any other obstructions. The quantity to be paid shall be the number of acres cleared and grubbed and shall include all work necessary to remove and properly dispose of unsuitable materials.

##### *Fill Material (AASHTO CLASSIFICATION A-2 and A-3 Material)*

This work shall include hauling and placement of borrow material in accordance with Section 120 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The A-2 and A-3 material shall meet the specifications described by the AASHTO Soil Classification System (M-145) for A-2 and A-3 material. The unit price shall include the cost

of excavation from the borrow site, hauling, preparation, spreading and grading of material as specified by the Department's Project Manager.

***Dredging/ Lateral Ditch Excavation/Excavation Borrow (regular) Excavation Borrow (Truck Measure)/Excavation Channel***

This work shall include dredging and excavation in accordance with Section 120 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and as expanded in Appendix A-1.

***Embankment***

This work shall be performed in accordance with Section 120 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

***Flowable Fill***

This work shall include the production, furnishing and placing of flowable fill in accordance with Section 121 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

***Clean and Reshape Ditch (haul excavated material)***

This work shall consist of ditch cleaning and repair to remove undesired vegetation, eroded material and other debris that will obstruct or otherwise impede the normal or proper flow of water.

The work also shall consist of ditch and slope restoration by reshaping and removal of undesired materials in accordance with the line and grade for the particular roadway typical section or special grades as provided by the Project Manager. The pay quantity shall be measured in a loose volume basis, as measured in trucks at the point of loading of the excavated material. The Vendor shall level the material to facilitate accurate measurement. The unit price includes site preparation, grading to the designated elevations, hauling and disposal of excavated material to locations provided by the Vendor.

Completed work shall be free of obstructions and to the desired line and grade. Smooth transitions of grade or slope changes shall be provided. Eroded areas shall be filled and graded to the specified line and grade. Front slopes shall not exceed a 4:1 slope with 6:1 normally provided. Completed work shall result in a flat bottom ditch; V-shaped ditches will not be permitted. The work site shall be clean and free of debris.

***Clean and Reshape Ditch (spread excavated material)***

This work shall consist of ditch cleaning and repair to remove undesired vegetation, eroded material

and other debris that will obstruct or otherwise impede the normal or proper flow of water. The work also shall consist of ditch and slope restoration by reshaping and removal of undesired materials in accordance with the line and grade for the particular roadway typical or special grades as provided by the Project Manager. The unit price includes site preparation, grading to the designated elevations, and spreading onsite of salvageable excavated materials as specified. Salvageable material, as determined by the Project Manager, will be identified either to be spread onsite or for placement at designated locations for later use.

Materials that are spread onsite shall be uniformly distributed over the specified area. Pilings, clumps and debris will not be permitted.

Completed work shall be free of obstructions and to the desired line and grade. Smooth transitions of grade or slope changes shall be provided. Eroded areas shall be filled and graded to the specified line and grade. Front slopes shall not exceed a 4:1 slope with 6:1 normally provided. Completed work shall result in a flat bottom ditch; V-shaped ditches will not be permitted. The work site shall be clean and free of debris.

***Pipe Culvert / Pipe Concrete Culvert / Pipe Culvert Optional Material (SS/CD)/ Pipe Culvert / Pipe Concrete Culvert (SD)/ Pipe Culvert (GD)***

This work shall include furnishing and installing of the given size of pipe in accordance with Section 430 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The unit price includes furnishing pipe, trenching, placing pipe, sealing joints, backfilling and testing.

***Corrugated Steel Pipe and Pipe Arch***

This work shall include furnishing and installing of the given size of pipe in accordance with Section 943 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The unit price includes furnishing pipe, trenching, placing pipe, sealing joints, backfilling and testing.

***Pipe Gaskets***

This work shall include furnishing and installing of gaskets for a given size of pipe joint(s) in accordance with Section 942 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The unit price includes furnishing pipe, trenching, placing pipe, sealing joints, backfilling and testing.

***Structural Steel Plate Pipe and Pipe Arch***

This work shall include furnishing and installing of the given size of pipe in accordance with Section 944 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge

Construction. The unit price includes furnishing pipe, trenching, placing pipe, sealing joints, backfilling and testing.

***Box Culvert Desilting/Pipe or Pipe Culvert Desilting (SS/CD/SD/GD)***

This work shall consist of desilting box culverts, pipes or culverts of the given size so that the full cross-sectional area is open to provide free flow of storm water in accordance with Section 430-94 in Appendix A-1. Proof of proper desilting of the pipe shall be in the form of a DVD.

***Portland Cement Concrete***

This work shall include furnishing and placing Class I through Class IV concrete in accordance with Section 346 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

***Concrete Crack Sealing/ Concrete Crack Surface Sealing***

This work shall include the rehabilitation of a Concrete pipe in accordance with Section 413 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

***Pipe Liner***

This work shall include the rehabilitation of drainage pipe by installing a pipe liner in accordance with Section 431 and 948-4 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

***Gutter and Curb Valley/ Curb and Gutter***

This work shall include construction of Concrete Gutter and Curb Valley in accordance with Section 520 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

***Stormwater Management System Maintenance***

This maintenance work shall include cleaning of underdrain; removal of trash and debris; removal of sediments or nuisance vegetation such as cattail and exotic plants; cleaning of control structure; cleaning, stabilizing and restoring eroded areas; sodding of bare areas; mowing and removing grass clippings; aeration, tilling, or replacement of top soil as needed to restore the percolation capability of a system; excavation and proper disposal of excess material in accordance with Section 120 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The Vendor is responsible for the design, installation, and operation of an adequate dewatering system to dewater the ponds for excavation and fill operations.

### ***Baffle-Box Installation***

This work shall include the furnishing and the installation of a given size of Baffle Box based on connecting pipe size in accordance with Sections 400 and 430 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Payment shall be made at the contract unit price and shall be full compensation for all equipment, labor, trenching, placing, backfilling and sealing pipe joints.

### ***Baffle Box Cleaning***

This work shall consist of removal trash build-up and de-silting box so that the full cross-sectional area is open to provide free flow of storm water. Cleaning and desilting shall be done in such a manner so as not to damage the structures. All material is to be removed from the structure. The work shall also include final disposal of material removed during the cleaning and desilting process. All surplus material shall be properly disposed of by the Vendor in areas provided by him off of the Department right-of-way. Disposal of the material shall be in accordance with the approved Debris Disposal Plan at the time of disposal. Proof of proper cleaning and desilting of the pipe shall be in the form of a photograph.

Payment shall be made at the contract unit price and shall be full compensation for all equipment, labor, and disposal of silt and debris at a location provided by the Vendor.

### ***Roadway Sweeping (Mechanical)***

Mechanical Roadway Sweeping shall apply to all urban limited access roadways and paved shoulders on urban limited access roadways. It also applies to all curb and gutter, valley gutter, barrier wall and intersections of State Roads. This work is to protect the facility from excessive accumulation of trash and debris and shall be performed as specified by the Project Manager and in accordance with Section 110-31 in Appendix A-1.

### ***Inlets/ Manholes***

This work shall include construction, reconstruction, replacement, modification, or cleaning of all types of inlets specified including all of the associated appurtenances. All work shall be done in accordance with Section 425 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and as amended in Appendix A-1.

### ***Reinforcing Steel***

This work shall include furnishing and installing reinforcing steel in accordance with Section 415 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

### ***Mitered End Sections***

This work shall include furnishing all materials and installation of a mitered end section in accordance with section 430 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and Index 272 through 273 of the 2010 Design Standards.

### ***Concrete Cement Pavement***

The work shall include the construction, reconstruction, modification, replacement or repair of Pavements. All work shall be done in accordance with Section 350 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

### ***Concrete – All Classes***

The associated concrete work [End walls, Culverts, Retaining Walls, Wing Walls, Bulkhead, Trench Slab, Substructure, and Misc.] shall be done in accordance with Sections 346 and 400 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

### ***Concrete Ditch Pavement (3" thickness)***

This work shall include furnishing and installing concrete ditch pavement in accordance with Section 524 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and Index No. 281 of the most recent Department's Design Standard Indexes. The cost of all labor, materials and equipment shall be included in the unit price.

### ***Plastic Filter Fabric***

This work shall include furnishing and installing plastic filter fabric (Geotextiles) in accordance with Sections 514 and 985 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The cost of all materials, equipment and labor required to install the material shall be included in the unit price for this item.

### ***Concrete Fabric Formed Riprap***

The work shall consist of furnishing and placing fabric formed concrete riprap as required in the LOA and specified herein. Other manufacturer's specifications will be considered if they meet or exceed these as described below.

The slopes or surfaces to be protected shall be prepared and graded to such an extent that they are normally stable in the absence of erosive forces. Any fill material required to restore the slopes to original condition shall be approved by the Project Manager. A 4" thick base of No. 57 course



aggregate shall be placed along the ditch bottom and side slopes prior to the placement of the fabric formed concrete rip-rap. If flowing water is present, necessary measures shall be taken to control the water so erosive forces are not present during the grading and final placement of the fabric formed concrete rip-rap. The fabric formed concrete rip-rap mat shall be installed/pumped so all areas are of a uniform consistency. Any fill material required to restore the slopes to original condition shall be approved by the Project Manager.

#### A. Materials

The structural grout shall consist of a mixture of Portland cement, fine aggregate, and water so proportioned and mixed as to provide pumpable slurry. Pozzolan and grout fluidifier conforming to these specifications may be used at the option of the Vendor. The proposed mix design shall be submitted for approval with substantiating tests as follows:

- (1) Portland cement shall conform to section 921 of the 2016 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Type I and Type II.
- (2) Aggregate shall meet the requirements of the Standard Specifications for concrete aggregate, except as to the gradation. Aggregate grading shall be reasonable consistent and shall be well graded from the maximum size which can be conveniently handled with available pumping equipment.
- (3) Water shall conform to section 923 of the 2016 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- (4) Pozzolan shall conform to section 346 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and shall be used in amounts of 10 to 30 percent by weight of the cement content.
- (5) Grout fluidifier shall conform to section 924 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction for water reducing and retarding admixtures. The admixtures may be used to reduce segregation, increase workability and pumpability, improve strength and water tightness.
- (6) Air-Entraining Admixtures shall conform to section 924 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The air content shall not exceed seven percent of the volume of the grout.
- (7) The contractor shall demonstrate the suitability of fabric design by injecting the proposed grout into 6" diameter sleeves under pressure of 10 to 15 psi which shall be maintained by means of air pressure or a stand pipe for 10 minutes. The sleeves shall be constructed of the same fabric used in the individual layers of fabric. A 6" by 12" test cylinder shall be cut

from each specimen and tested in accordance with ASTM C-39.

The average compressive strength of the test cylinder shall be at least 20 percent higher at seven days than that of companion test cylinders made in accordance with ASTM C-31, and not less than 17.25 Mpa (2500 psi) at 28 days.

Fabric forming material shall consist of specifically woven, double layer, and open salvage fabric jointed in mat configuration. The fabric shall consist of uncoated synthetic yarns with sufficient tensile strength and porosity to withstand the pressure of the grout injection pump without breaking the layers of fabric.

The two fabric layers shall each be no lighter than 18 by 18 count/inch, 1000 denier nylon or 1000 denier polyester tire cord, of which at least 50 percent by weight shall be producer-bulked continuous multifilament tire cord nylon. Fabric of equal or greater strength and porosity may be used with the approval of the Project Manager. Fabric containing film type polypropylene fiber will not be considered as an acceptable alternative.

Individual mill width panels shall be cut to suitable length and the two layers of fabric separately joined edge to edge by means of nylon thread. The tensile strength of stitched joints shall be not less than 100 lbs. per inch.

Hydrostatic uplift relief shall be provided by installing filter points woven in such a manner as to permit passage of water through the filter points spaced at approximately .25m (10 inch) centers as indicated on the plans.

## B. Equipment

Mixing and pumping equipment used in preparation and handling of the grout shall be approved by the Project Manager. All oil or other rust inhibitors shall be removed from the mixing drums, stirring mechanisms, and other portions of the equipment in contact with the grout before the mixers are used. The pumping equipment shall have a variable flow rate to provide enough pressure for pumping without breaking the fabric.

All materials shall be accurately measured by volume or weight as they are fed into the mixer. The quantity of water shall be such as to produce a grout having a pumpable consistency. Time of mixing shall be not less than one minute. If agitated continuously, the grout may be held in the mixer or agitator for a period not exceeding two and one half hours in temperatures below 21.1 deg. C. (70 deg. F.), and for a period not exceeding two hours at higher temperatures. If there is a lapse in pumping operation, the grout shall be recirculated through the pump or through the mixer drum (or agitator) and pump.

## C. Construction Materials

Prior to grout injection, the fabric shall be positioned at its design location. Each panel shall be a continuous or monolithic unit for its full width, including the trench portion.

Each panel shall consist of two or more mill widths of open salvage construction; the two upper layers shall be joined together by sewing, and the two bottom layers shall be sewn together at the edges. Where adjacent panels cannot be joined in this manner, they shall be lapped a minimum of two feet. In no case will a simple butt joint, either sewn or unsown, be permitted. The ends and upper limits of the fabric mat shall be placed in a trench of suitable width as shown on the plans.

Holes in the fabric left by the removal of the grout hose or inserts shall be temporarily closed by inserting a piece of burlap or similar material. The burlap shall be removed when the mortar is no longer fluid and the surface is firm to hand pressure. Foot traffic on the filled fabric formed concrete riprap shall be limited to an absolute minimum for one hour after pumping in order to reduce indentation.

#### D. Acceptance Sampling and Testing

Acceptance test shall be by compressive strength. For each 418 square meters (500 square yards) or less of placement, two concrete cylinders shall be made and tested at 28 days according to the applicable procedures.

#### E. Methods of Measurement

The quantity to be paid for under this section shall be paid for at the unit price per square yard. Measurements include portion of riprap in trenches and no allowances will be made for overlaps.

#### F. Basis of Payment

The quantity to be paid for as provided above shall be at the contract unit price per square yard for Fabric Formed Concrete Riprap measured as specified above and adjusted as specified herein.

The unit price shall be reduced when the average of all acceptable lot strength of concrete is less than the specified minimum compressive strength. The unit price reduction will be in accordance with the following schedule:

<u>Average strength less than specified strength by:</u>	<u>Percentage reduction in base unit price</u>
.69 MPa to 1.37 MPa (100 psi to 199 psi)	1
1.38 MPa to 2.06 MPa (200 psi to 299 psi)	3
2.07 MPa to 2.75 MPa (300 psi to 399 psi)	5
2.76 MPa to 3.44 MPa (400 psi to 499 psi)	10
over 3.45 MPa (500 psi)	25

Such price and payment shall be full compensation for all work, labor, equipment and material required.

Other manufacturer's specifications which meet or exceeds the above specifications are also acceptable.

***Pavement Removal***

This work shall include removing asphalt and concrete pavement in accordance with Section 110 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and as amended in Section 110-70 Appendix A-1.

***Base Optional Group***

This work shall include furnishing materials and stabilizing base in accordance with Section 285 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and Index 514 of the most recent Department's Design Standard Indexes.

***Stabilization***

This work shall include furnishing materials and stabilizing subgrade in accordance with Section 914 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

***Asphalt Concrete Type SP***

This work shall include furnishing and installing asphalt concrete type SP in accordance with Section 334 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

***Miscellaneous Asphalt Concrete***

This work shall include furnishing and installing asphalt concrete in accordance with Section 339 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

***Asphalt Friction Course***

This work shall include furnishing and installing asphalt friction course in accordance with Section 337 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

### ***Sheet Piling***

This work shall include furnishing and placing sheet piling in accordance with Section 455 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

### ***RipRap Rubble, Bedding Stone***

This work shall be in conformance with the pertinent subsection of Section 530 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

### ***Type B Fence Repair/Resetting (with Barb Wire attachment)***

The work specified in this section shall consist of repairing/resetting Type B (chain link) fences. The unit price shall include all labor and materials necessary to repair/reset Type B fence and gates as required on the LOA in accordance with Section 550 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and pertinent sections of the most recent edition of the Department's Design Standard Indexes.

### ***Type B Fence Installation/ Type B Fence Installation (with Barb Wire attachment)/ Gate-Sliding/ Gate-Double Type B***

The work specified in this section shall consist of furnishing and installing Type B (chain link) fence and gates. The unit price includes all labor and materials necessary to furnish and install Type B fence and gates as required on the LOA in accordance with Section 550 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and pertinent sections of the most recent edition of the Department's Design Standard Indexes.

### ***Removal of Fencing - Chain Link/ Removal of Fencing - Wood***

This work shall consist of the removal and disposal of chain link fence and/or wood fence. This item will not be used in areas where clearing and grubbing is specified. The unit price includes the proper disposal of all resulting waste and debris at locations provided by the Vendor.

### ***Water***

This work shall include, but is not limited to, water for grass, sodding and trees in accordance with Section 983 of the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The unit price includes furnishing and placing the water.

### ***Tree Removal***

This work shall consist of the removal and disposal of single trees in accordance with Section 580-

40 in Appendix A-1. This item will not be used in areas where clearing and grubbing is specified. The unit price includes the disposal of all resulting waste and debris at a location provided by the Vendor. All work shall be done without damage to trees and shrubs that are intended to remain in the work area.

***Tree Placement***

This work shall include furnishing and planting the given tree. The unit price includes furnishing and planting the designated trees in accordance with the specifications, furnishing and placing the prepared topsoil, fertilizer (6-6-6) and mulch, and all costs of any required replacing of plantings or restoring of damaged areas.

***Sod***

This work shall include installation of certified Bermuda sod in accordance with Section 575 in Appendix A-1.

**V. ENVIRONMENTAL MONITORING TESTING**

***Total Suspended Solids***

This work shall be performed using EPA Method 160.2 or other equivalent or accepted methods.

***Chemical Oxygen Demand***

This work shall be performed using EPA Methods 508/410.4 or other equivalent or accepted methods.

***Biochemical Oxygen Demand – 5 day***

This work shall be performed using EPA applicable Method 405.1 or other equivalent or accepted methods.

***Ammonia Nitrogen (NH)***

This work shall be performed using EPA applicable Methods 350.1/350.2 or other equivalent or accepted methods.

***Oil and Grease***

This work shall be performed using EPA applicable Methods 413.1/413.2 or other specified methods in SW 846.

***Total Kjeldahl Nitrogen (TKN)***

This work shall be performed using EPA Methods 351.2/351.3 or other equivalent or accepted methods.

***Total Cyanide***

This work shall be performed using EPA applicable Methods 335.2/9010 or other equivalent or accepted methods.

***Nitrate and Nitrite***

This work shall be performed using EPA applicable Methods 353.1/353.2 or other equivalent or accepted methods.

***Ortho-Phosphorous (Ortho-PO4)***

This work shall be performed using EPA applicable Method 365.3, 365.2/SM 4500-p, or other equivalent or accepted methods.

***Polynuclear Aromatic Hydrocarbons***

This work shall be performed using EPA applicable Methods 3550/8270D or other equivalent or accepted methods.

***Leachable Volatile Organic Compounds (Leachable VOCs)***

This work shall be performed using EPA applicable Method 1312 (SPLP).

***Leachable Semi-volatile Compounds (Leachable semi VOCs)***

This work shall be performed using EPA applicable Method 1312 (SPLP).

***Total Recoverable Petroleum Hydrocarbon***

This work shall be performed using FL-PRO (Petroleum Residual Organic) methods.

***Total Organic Carbon (TOC)***

This work shall be performed using EPA Method 415.3 or other equivalent or accepted

methods.

***Dissolved Organic Carbon (DOC)***

This work shall be performed using USGS Method O-1122-92 or other equivalent or accepted methods.

***Odor***

This work shall be performed using Standard Methods 2150B or other equivalent or accepted methods.

***RCRA 8 Metals***

This work shall be performed using EPA applicable Methods 3050B/6010 or 200.7 & 245.1 for Mercury or any other approved methods.

***Leachable RCRA Metals***

This work shall be performed using EPA Method 1312 or other equivalent or accepted methods.

***TCLP Volatiles***

This work shall be performed using EPA Method 8260B, 1311, or other equivalent or other acceptable methods.

***TCLP Semi-Volatiles***

This work shall be performed using EPA Method 8270C, 1311, or other equivalent or other acceptable methods.

***Total Coliform***

This work shall be performed using EPA Methods 9131/9132 or Standard Methods 18-9222B.

***Fecal Coliform Bacteria***

This work shall be performed using Fecal Indicators, a Real time Quantitative Polymerase Chain Reaction (qPCR) and chemical markers to identify likely contamination sources.

***TCLP Pesticides***



This work shall be performed using EPA Method 8081 or other equivalent or accepted methods.

***TCLP Herbicides***

This work shall be performed using EPA Method 8151A or other equivalent or accepted methods.

***Pesticide/Polychlorinated Biphenyl***

This work shall be performed using EPA applicable Methods 504, 505, 508, 515, 525.1, 531, 547, and 548 or 608/8080.

***Total Dissolved Solids***

This work shall be performed using EPA Methods 160.1/160.2 or other equivalent or accepted methods.

***Total Phenols***

This work shall be performed using EPA Methods 604/8040 or other equivalent or accepted methods.

***Dissolved Oxygen***

This work shall be performed using Standard Methods 4500-H+ B or other equivalent or accepted methods.

***Conductivity***

This work shall be performed using Standard Methods 2510-B or other equivalent or accepted methods.

***Stream Flow***

This work shall be performed using Standard Methods USGS 2175 or other equivalent or accepted methods.

***Sulfate***

This work shall be performed using EPA 300/SW846 9056 or other equivalent or accepted methods.

### ***Turbidity***

This work shall be performed using Standard Methods 2130B or other equivalent or accepted methods.

### ***Petroleum Hydrocarbon***

This work shall be performed using EPA Method 418.1 or other equivalent or accepted methods.

### ***pH***

This work shall be performed using Standard Methods 4500-H+ B or other equivalent or accepted methods.

### ***Iron***

This work shall be performed using Hach Method 8008 or other equivalent or accepted methods.

### ***Chlorophyll a***

This work shall be performed using EPA Method 447 or other equivalent or accepted methods.

### ***Dissolved Organic Nitrogen***

This work shall be performed by measuring ammonium, converting organic nitrogen to ammonium by digestion and then re-measuring for total ammonium using a colorimetric method [Standard Methods 4500-N<sub>org</sub>B, C (APHA et al., 1998)]. Other equivalent or accepted methods can be used to perform this work.

### ***Total Nitrogen (TN)***

This work shall be performed by using persulfate digestion, which converts all forms of N to nitrate, followed by colorimetric methods [Standard Methods 4500-N<sub>org</sub>B, C (APHA et al., 1998)] or via analysis of total Kjeldahl nitrogen (TKN, see previous description) with addition of nitrite and nitrate. Other equivalent or accepted methods can be used to perform work.

### ***Total Phosphorus (TP)***

This work shall be performed by converting phosphorus compounds to orthophosphate via digestion, followed by colorimetric methods. Digestion methods are outlined in Standard Methods 4500-P B (APHA et al., 1998). Other equivalent or accepted methods can be used to perform work.

#### Appendix A-1

The terms Contract and Agreement shall be used interchangeably and the terms Contractor and Vendor shall be used interchangeably. Any conflict of terms shall be determined by the Project Manager.

**A. THE FOLLOWING SPECIFICATIONS FROM THE 2016 ROAD AND BRIDGE SPECIFICATIONS BOOK ARE AMENDED.**

**1. DEFINITIONS AND TERMS.**

ARTICLE 1-3. The definition of ‘Engineer’ is deleted and replaced by the following:

**Engineer.**

The Director, Office of Maintenance, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

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.”

ARTICLE 1-3. The definition of “Plans” is deleted and replaced by the following:

**Plans.**

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to “the plans” mean the Department’s Design Standards, and revisions thereto current at the time of contract letting, unless otherwise directed in writing by the Engineer. When plans are included as part of this contract, references in this contract to “the plans” mean such plans and the Department’s Design Standards, and revisions thereto current at the time of contract letting, unless otherwise directed in writing by the Engineer.

ARTICLE 1-3 is expanded by the following

**Work Document.**

Work Documents identify the location, description; time allotted and amount of work to be accomplished.

**5. CONTROL OF THE WORK.**

ARTICLE 5-1 is expanded by the addition of the following new Subarticle:

**5-1.7 Work Documents:** For Contracts in which specific sites are not identified at the time of letting, the Engineer or his designee will issue a Work Document.

**5-8 Contractor's Supervision.**

**5-8.1 Prosecution of Work:** Give the work the constant attention necessary to ensure the scheduled progress, and cooperate fully with the Engineer or his designee and with other contractors at work in the vicinity.

**5-8.2 Contractor's Superintendent:** Maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is capable of properly interpreting the Contract Documents, and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the Engineer or his designee and to execute the orders or directions of the Engineer or his designee. Furnish such superintendent regardless of the amount of work.

Provide a superintendent who speaks and understands English and maintain at least one other responsible person who speaks and understands English on the project during all working hours.

SUBARTICLE 5-10.2 is expanded by the following:

Upon completion of the work and before final payment is made, remove from the job site any surplus material or waste, and restore the job site area to conditions acceptable to the Engineer or his designee.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.**

**(REV 2-3-14)**

SUBARTICLE 7-1.1 is deleted and the following substituted:

**7-1 Laws to be Observed.**

**7-1.1 General:** Become familiar with and comply with all Federal, State, and Local Rules and Regulations that control the action or operation of those engaged or employed in the work or that affect material used. Pay particular attention called to the safety regulations promulgated by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). In addition, comply with Chapter 403, of the Florida Statutes, regarding control of air pollution. Direct special attention to that portion of Chapter 17-5 of the Rules and Regulations, pertaining to open burning in land clearing operations. Where work or structures included in the Contract are in "Navigable Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Part 329); "Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Parts 323 and 328); or "Waters of the State," (reference Part 4, Chapters 253 and 373 of the Florida Statutes and Section 62-340 of the Florida Administrative Code); comply with the regulatory provisions of Section 404 of the Federal Clean Water Act of 1977; Sections 9 and 10 of the Federal River and Harbor Act of 1899; Chapter 161 of the Florida Statutes; and any local authority having jurisdiction over such waters.

Comply with Part IV, Chapter 378, of the Florida Statutes regarding land reclamation. Direct special attention to Chapters 62c-36 and 62c-39 of the Florida Administrative Code. Submit the Notice of Intent to Mine to:

Department of Environmental Protection  
Collins Building  
2051 East Dirac Drive  
Tallahassee, Florida 32310-3760

with a copy to the Engineer. The Engineer will determine consistency with the environmental documents prior to commencement of mining.

Obtain certification from the Construction Industry Licensing Board as required by Part I, Chapter 489, of the Florida Statutes, regardless of exemptions allowed by Section 489.103, prior to removing underground pollutant storage tanks. Dispose of tanks and pollutants in accordance with the requirements and regulations of any Federal, State, or local, agency having jurisdiction.

Prior to building construction or renovation, provide copies of current registrations or certifications issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, for the appropriate category of construction.

Corporations must be registered with the State of Florida, Department of State, Division of Corporations, and hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.

The Contractor or the authorized subcontractor applying the roofing material must be licensed or be an approved dealer and applicator of the proposed roofing material.

The Contractor shall indemnify, defend and save harmless the Department and all of its officers and agents, and employees against all environmental claims or liability arising from or based on the violation of any Federal, State, and Local Rules and Regulations; whether by himself or his employees. For all other claims or liability, the Contractor shall indemnify, defend, and save harmless the Department and all of its officers and agents, and employees, in the amount of the contract price, arising from or based on the violation of any Federal, State, and Local Rules and Regulations; whether by himself or his employees.

The Contractor shall comply with all environmental permits, including measures identified in the National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan and Sediment and Erosion Control Plan for the work.

The Contractor shall exert every reasonable and diligent effort to ensure that all labor employed by the Contractor and his subcontractors for work on the project work harmoniously and compatibly with all labor used by other building and construction contractors now or hereafter on the site of the work covered by this Contract. Include this provision in all subcontracts, and require all subcontractors to include it in their subcontracts with others. However, do not interpret or enforce this provision so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article I, Section 6 of the Florida Constitution.

Comply with Chapter 556 of the Florida Statutes during the performance of excavation or demolition operations.

The Executive Order 11246 Electronic version, dated September 24, 1965 is posted on the Department's website at the following URL address: [www.dot.state.fl.us/specificationsoffice/federal/deo11246.pdf](http://www.dot.state.fl.us/specificationsoffice/federal/deo11246.pdf) . Take responsibility to obtain the information posted on this website up through five calendar days before the opening of bids and comply with the provisions contained in Executive Order 11246.

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

**CLEARING AND GRUBBING.**

**(REV 9-25-15) (1-16)**

ARTICLE 110-2 is expanded by the following new Subarticle:

**110-2.5 Clearing and Grubbing Locations:** Locations to be cleared and grubbed will be described in a work document or plans.

Remove portions of fence when necessary to gain access within fenced areas. Restore fence immediately following completion of the work described in the work document. Cost of restoring the fence will be included in the cost of clearing and grubbing.

Report, before beginning work, all damaged fence, fence posts and other appurtenances such as sign posts and bases, delineator posts, guardrail or barrier walls, light poles, endwalls, pipes, drainage structures, poles, guys, landscape areas, etc., to the Engineer. Damaged fence, fence post or other appurtenance found after beginning work will be deemed damaged and will be replaced at no cost to the Department.

SUBARTICLE 110-9.1 is deleted and the following substituted:

**110-9.1 General:** Stack materials designated to remain the property of the Department in neat piles within the right-of-way or load onto the Department vehicles.

Dispose of timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing in areas and by methods meeting the applicable requirements of all Local, State and Federal regulations. No disposal of debris will be allowed into waterways.

ARTICLE 110-9 is expanded by the following new Subarticle:

**110-9.6 Stockpiling Debris:** Stockpile outside of the clear zone or remove and dispose from the right-of-way all material that was the result of the clearing and grubbing operation at the end of each day. Provide disposal areas approved by the Engineer, in accordance with the applicable requirements of the state and local laws, ordinances, or regulations.

SUBARTICLE 110-11.1 is deleted and the following substituted:

**110-11.1 Clearing and Grubbing:** When direct payment is provided in the Contract, the quantity to be paid for will be the lump sum quantity. When areas of clearing and grubbing are designated to be paid for separately by the acre, the quantity to be paid for will be determined by measurement of the areas authorized by the Engineer to be cleared and grubbed and acceptably completed. Measurements of the above areas will be rounded to the nearest one thousandths (0.001) acre.

## **110-31 ROAD AND BRIDGE SWEEPING.**

**(REV 8-1-13) (1-16)**

The following new Section is added at the end of Section 110:

### **SECTION 110-31 ROAD AND BRIDGE SWEEPING**

#### **110-31.1 Description.**

Provide routine mechanized road and/or bridge sweeping to clean and remove sand, soil, paper, glass, cans, grass clippings, and other debris. Areas to be swept include but are not limited to; curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches), outside and median paved shoulders, gore areas, toll plazas (when applicable), bi-directional lanes, areas adjacent to barrier walls, areas adjacent to median-noses and splitter islands, areas on top of inlet grates and other designated sites as determined by the Engineer.

#### **110-31.2 Frequency of Sweeping.**

Mechanically sweep specified areas approximately \_\_\_\_\_ times. The total number of sweeping cycles within the contract period may be increased or decreased as determined by the Engineer to meet field conditions.

Complete each sweeping cycle within \_\_\_\_\_ calendar days after issuance of the work document. Complete each sweeping cycle in its entirety prior to the beginning of another cycle. In assessing liquidated damages, the calendar days established in this Section will be used for determining delinquency of progress for each sweeping cycle.

No sweeping operations will be performed between the hours of \_\_\_\_\_ and \_\_\_\_\_.

Submit sweeping schedules to the Engineer for approval.

#### **110-31.3 Safety.**

Provide Maintenance of traffic in accordance with Section 102. The work vehicle (sweeping machine) will have an operating flashing beacon and the shadow vehicle will be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).

All sweeping will be accomplished with or in the same direction as the traffic, sweeping opposing the traffic will not be permitted.

The foregoing requirements are to be considered as minimum and the compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

#### **110-31.4 Equipment.**

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The sweeping equipment will be capable of meeting the quality requirements of 110-31.8 in one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.

The mechanized road sweeper(s) will have a minimum capacity of four cubic yards.

The Engineer or his representative prior to being placed into service will inspect all safety devices on the sweeping operation equipment. Any deficient safety devices will be corrected or replaced



immediately and service will not begin until the deficiency is corrected.

Inspection and approval of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the Contractor's operations.

Equipment that damages pavement, curbs, or turf will not be allowed. Damages as a result of the operations will be repaired at no cost to the Department.

#### **110-31.5 Dust Control Equipment.**

The sweeping operation will not create excessive airborne dust or other particles, as determined by the Engineer. Equipment supplied with a functioning water spray system normal to the industry for dust control will satisfy this requirement.

#### **110-31.6 Parked Vehicles.**

Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.

#### **110-31.7 Removal and Disposal of Debris.**

Debris may be encountered that is larger than the mechanized sweeper can remove such as; tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, and other such materials. Remove all debris encountered using other means (hand or mechanized), regardless of the size.

Piles of soil may be encountered and vegetation that may require special removal methods during the sweeping operations. Furnish all labor, materials, and equipment required to accomplish removal of these built-up areas.

Stockpiling or disposal of debris on the Department's right-of-way shall not be permitted.

Provide areas for disposing of debris in accordance with all Federal, State, and Local Rules and Regulations in effect at the time of the disposal. Cost involved with the disposal of debris will be included in the contract unit price per mile of mechanized (mechanical) sweeping.

#### **110-31.8 Quality.**

Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that can not be picked-up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.

Completed work will be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer.

Areas determined unsatisfactory by the Engineer will be re-swept to the satisfaction of the Engineer within the time specified, at no additional cost to the Department.

#### **110-31.9 Method of Measurement.**

The quantities to be paid for under this Section will be the number of miles completed and accepted measured longitudinally to the travel lane to the nearest one hundredth of a mile.

A second unit of measurement will be required from the Contractor. The cubic yards of material picked up, will be reported to the inspector for each sweeping cycle completed. If the contract is for more than one county, the number of cubic yards picked up will be prorated by county based on the number of miles swept in each county.

The width will be sufficient to cover the entire width of curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than

12 inches in width, outside and median paved shoulders, barrier walls, gore areas, toll plazas (when applicable), and other designated sites. Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.

**110-31.10 Basis of Payment.**

Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all sweeping operations, including hand work, as specified. Compensation will be at the unit price per mile times the actual miles completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

**110-70 REMOVAL OF FLEXIBLE PAVEMENT.**

**(REV 8-1-13) (1-16)**

The following new Section is added at the end of Section 110:

**SECTION 110-70  
REMOVAL OF FLEXIBLE PAVEMENT**

**110-70.1 Description.**

Remove and dispose of existing flexible pavement (asphaltic concrete), base material. Provide backfill material and compact the areas to the neat lines shown in the plans or work document issued by the Engineer.

**110-70.2 Construction Requirements.**

Saw cut flexible pavement so that the portion that is to remain will not be damaged. Repair damaged areas that are a result of Contractor negligence, at no additional cost to the Department.

Dispose of all flexible pavement and base material in areas provided by the Contractor and approved by the Engineer. Furnish place and compact suitable backfill material in areas where the existing material is removed, in accordance with the Department's Design Standards, current edition and revisions thereto.

**110-70.3 Method of Measurement.**

The quantities to be paid for under this Section will be the number of square yards of existing flexible pavement and base material acceptably removed, disposed of, and suitable backfill material furnished, placed, and compacted, as specified. The quantities will be determined by actual measurement along the surface of the pavement before its removal.

The quantity of flexible pavement removed, as provided above, will be paid for at the contract price per square yard for removal of flexible pavement.

**110-70.4 Basis of Payment.**

The price and payment for the work specified will be full compensation for all work described herein.

Payment will be made under the items specified in the Bid Price Proposal.

**120-50 ROADSIDE DITCH OR CANAL CLEANING AND GRADING.  
(REV 10-1-15) (1-16)**

The following new Section is added at the end of Section 120:

**SECTION 120-50  
ROADSIDE DITCH OR CANAL CLEANING AND GRADING**

**120-50.1 Description.**

Clean and grade ditch and canal to allow free and unobstructed flow of drainage water.

Reshape and remove undesirable materials in ditches, slopes, or canal restoration according to the line, grade, and typical section for the particular roadway or special grades, as provided by the Engineer. Related work will include site preparation, erosion control, spreading and grading materials, or hauling and disposing of excess materials, as specified in the work document.

**120-50.2 Materials.**

Salvageable material, as determined by the Engineer, will be identified as fill material for low areas within the project limits or will be stockpiled in areas designated by the Engineer. Materials that are used within the project limits shall be uniformly distributed over specified areas. Provide locations for disposal of all debris and undesirable material in accordance with applicable local and state laws. The cost of disposing all debris and undesirable material will be included in the contract unit price for cleaning and reshaping the ditches or canals.

**120-50.3 Construction Methods.**

**120-50.3.1 General:** Coordinate with the utility companies for the location of all underground utilities prior to beginning work where digging or grading work is required. Details of the limits, finish grade, or special grade requirements will be provided on the work document, by the Engineer. Do all layout work as required.

Front slopes of ditches will not exceed a six horizontal to one vertical slope, except in areas that a special grade is required. Fill and grade eroded areas to the specified line and grade. Completed work will result in a flat bottom ditch. V-shaped ditches will not be permitted. Ditches will be free of obstructions with smooth transitions of grade or slope changes.

Canals will be cleaned and reshaped as specified in the work document. Take sufficient precautions to prevent pollution and follow all Federal, State, and local regulations when cleaning and reshaping canals or ditches.

Stockpiling of removed materials within the right of way for later disposal will require prior approval of the Engineer. Materials stockpiled within the project limits will be removed within ten calendar days, unless otherwise approved by the Engineer. Stockpiled materials will not be located so as to create a hazard. The work site will be clean and free of debris.

Comply with Rule 62C-52 and Rule 5B-57, Florida Administrative Code, and control the introduction, movement, or spread of prohibited aquatic plants, plant pests, or noxious weeds.

**120-50.3.2 Erosion Control:** Provide prevention, control, abatement of erosion and water pollution as specified in Section 104. When no separate items for payment are included in the Bid Price Proposal for the Contract, the cost of erosion control will be incidental to the work being performed and will not be paid for separately.

**120-50.4 Method of Measurement.**

The quantity to be paid for will be the length of ditch or canal measured in linear feet, completed and accepted, including the work necessary to clean and reshape the ditch or canal areas to the specified line and grade. Variations, as specified in the work document, between the typical section and the completed and accepted ditch width of greater than ten percent will be cause for adjustment (increase or decrease) in the linear foot quantity. The adjustment will be the average final ditch width divided by the standard (typical) ditch width. The linear feet under this item will be adjusted by the percentage calculated.

**120-50.5 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section, including materials and incidentals necessary to complete the work.

Payment will be made under the items specified in the Bid Price Proposal.

**SECTION 425**

**INLETS, MANHOLES, AND JUNCTION BOXES.**

**(REV 9-28-15) (1-16)**

ARTICLE 425-6 is expanded by the addition of the following new Subarticle:

**425-6.8 Cleaning of Manholes and Inlets:** Clean manholes and inlets using a jet/vacuuming system or pumping system capable of removing water and debris into a collection bin. Remove and dispose of the water and debris collected in accordance with Federal, State, and Local Rules and Regulations.

ARTICLE 425-7 is deleted and replaced by the following:

**425-7 Method of Measurement.**

The quantities to be paid for under this Section will also include:

1. The number of existing drainage structures modified,
2. The number of inlets relocated,
3. The number of inlets modified,
4. The number of manholes and inlets cleaned,
5. The number of leaks repaired in manholes and inlets,
6. The number of frames and grates furnished and installed,
7. The number of frames and grates reset,
8. The number of manholes and inlets cleaned and sealed,
9. The number of precast caps for inlets (or poured-in-place caps for inlets),
10. The number of grates replaced.

ARTICLE 425-8 is deleted and replaced by the following:

**425-8 Basis of Payment.**

**425-8.1 New Structures:** Price and payment will be full compensation for furnishing all materials and completing all work described herein or shown in the plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all grating, frames, covers, and any other necessary fittings.

**425-8.2 Adjusted Structures:** When an item of payment for adjusting manholes, valve boxes, or inlets is provided in the proposal, price and payment will be full compensation for the number of such structures designated to be paid for under separate items, and which are satisfactorily adjusted, at the Contract unit prices each for Adjusting Inlets, Adjusting Manholes, and Adjusting Valve Boxes.

For any of such types of these structures required to be adjusted but for which no separate item of payment is shown in the proposal for the specific type, payment will be made under the item of Adjusting Miscellaneous Structures.

**425-8.3 Cleaning Manholes and Inlets:** The Contract unit price for cleaning manholes and inlets will include all labor, equipment, materials, and incidentals necessary for cleaning manholes and inlets, temporary removal of grates and covers, any temporary pipe plugs necessary to complete the work, and disposal of all water and debris removed.

**425-8.4 Repair Leaks in Manholes and Inlets:** The Contract unit price for repairing leaks in manholes and inlets will include all labor, equipment, materials, and incidentals necessary to repair minor leaks in accordance with Section 411.

**425-8.5 Replace Frame and Grates:** The Contract unit price will include all labor, equipment, materials (including concrete), and incidentals necessary to furnish and install new frames and grates. The price will also include all cost for removing and providing areas for disposing of existing frames and grates.

**425-8.6 Reset Frame and Grate:** The Contract unit price will include all labor, equipment, materials (including concrete), disposing of debris, and incidentals necessary to reset existing frame and grate.

**425-8.7 Cleaning and Sealing Manholes and Inlets:** The Contract unit price will include all cost as specified in 425-8.4 and 425-8.5 above.

**425-8.8 Precast Cap for Inlet:** The Contract unit price will include all cost for labor, equipment, materials (concrete, reinforcing steel, etc.), removal and disposal of existing structure top, and incidentals necessary to replace an inlet by furnishing a new precast top or poured-in-place repair in accordance with the Department's Design Standards and revisions thereto current at the time of contract letting.

**425-8.9 Replace Grate:** The Contract unit price will include all cost for labor, equipment, materials (including concrete), removing and disposing of existing grate, and incidentals necessary to replace existing grates of the type specified.

**425-8.10 Payment Items:** Payment will be made under the items specified in the Bid Price Proposal.

## **430-94 DESILTING PIPES AND BOX CULVERTS.**

**(REV 8-2-13) (1-16)**

The following new Section is added after Section 430:

### **SECTION 430-94 DESILTING PIPES AND BOX CULVERTS**

#### **430-94-1 Description.**

Remove and dispose of silt, debris, vegetation, soil, rock, or any type of blockage inside a pipe or box culvert to provide maximum drainage capacity.

#### **430-94-2 General Requirements.**

Clean the pipe or box culvert by removing all of the silt and debris so that the drainage capacity is one hundred percent of the original design capacity of the pipe or box culvert. Perform desilting operations in a manner not to damage the pipe, box culvert or surrounding area.

Meet the requirements of Federal, State and local environmental standards and laws when performing all activities.

Meet the requirements of Section 104 Prevention, Control and Abatement of Erosion and Water Pollution of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and revisions thereto (current at the time of contract letting).

When water is present, de-water the pipe or box culvert to facilitate cleaning and inspection. Access to the pipe or box culvert may require temporary removal of fence, signs, guardrail, grates or manhole covers. Replace according to Department standards at the completion of the desilting operation or each day, as appropriate for safety.

Align in-fall and outfall ditches 50 feet from the pipe or box culvert to meet the existing line and grade. If the Right-of-Way line is less than 50 feet from the pipe or box culvert, align in-fall and outfall ditches to the Right-of-Way line. Grade and sod any disturbed areas caused by the desilting operation.

Identify and report to the Engineer necessary repairs to the pipes or box culverts exposed during the desilting operation.

Dispose of all silt and debris removed in the desilting operations in areas meeting Federal, State and local rules and regulations.

Repair or replace damage to turf, pavement, signs or structures, etc. due to negligence to the satisfaction of the Engineer at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished.

#### **430-94-3 Inspection.**

Maintain de-watering after completion of the desilting operations to allow for inspection.

Re-clean structures determined to be unacceptable by the Engineer within the time specified at no additional cost to the Department.

#### **430-94-4 Method of Measurement.**

**430-94-4.1 General:** The cost of temporary removal and subsequent replacement of fence, signs, guardrail, grates or manhole covers will be included in the contract unit price for the related item.

In-fall and outfall ditch alignment, grading and sodding will be included in the contract unit price of the related item.

**430-94-4.2 Desilting Pipe:** The quantities for payment will be the length in feet of pipe desilted and accepted.

**430-94-4.3 Desilting Box Culverts:** The quantities for payment will be the volume in cubic yard of material removed from the box culvert.

**430-94-5 Basis of Payment.**

Price and payment will be full compensation for furnishing all equipment, tools, labor, disposal of silt and debris, de-watering, erosion and water pollution control, clean up and all incidentals necessary for the satisfactory performance of the work.

Payment will be made under the items specified in the Bid Price Proposal.

**575 SODDING.**

**(REV 10-15-15) (1-16)**

The following is a new Section is added after Section 571:

**SECTION 575  
SODDING**

**575-1 Description.**

Establish a healthy stand of grass within the specified areas, by furnishing and placing sod, rolling, fertilizing, watering, and maintaining the sodded areas to ensure a healthy stand of grass.

**575-2 Materials.**

Meet the following requirements:

Sod.....	981-3
Fertilizer, Type I.....	Section 982
Water.....	Section 983

**575-3 Construction Methods.**

**575-3.1 Preparation of Ground:** Fertilize at the rate as shown in Section 570. Scarify or loosen the areas requiring sod to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

**575-3.2 Placing Sod:** Place sod immediately after ground preparation. Do not use sod which has been cut for more than 72 hours. The contractor shall provide a cut ticket to insure when the sod was cut, and a recent certificate from the Department of Agriculture that indicates the sod field was inspected, and is clear of invasive plants (tropical soda apple). Stack all sod that is not planted within 24 hours after cutting and maintain proper moist condition.

Do not sod when weather and soil conditions are unsuitable for proper results

Pre-wet the area prior to placing sod. Do not place sod on eroded or washed out sites.

Place the sod on the prepared surface, with edges in close contact, and embed it firmly and smoothly by light tamping with appropriate tools.

Place the sod to the edge of all the paving and shrub areas and 1 inch below adjoining pavement with an even surface and edge. Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Roll using a lightweight turf roller. Provide a true and even surface without any displacement of the sod or deformation.

Where sodding in drainage ditches, stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a featheredge effect.

Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, at intervals approved by the Engineer.

Remove any sod as directed by the Engineer.

**575-3.3 Watering:** Thoroughly water the sod immediately after placing. Do not water in excess of 1 inch per week for establishment.

**575-3.4 Maintenance:** Maintain the sodded areas in a satisfactory condition until final acceptance of the project. Include in such maintenance the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. Monitor placed sod for growth of pest plants and noxious weeds. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod, treat affected areas by means acceptable to the Department at no expense to the Department.

#### **575-4 Method of Measurement.**

The quantities to be paid for will be for the following items, completed and accepted:

1. The area, in square yards, of sodding.
2. The area, in square yards + 25%, of pegged or lapped sodding.
3. The weight, in tons, of fertilizer.
4. The volume, in thousand gallons, of water.

#### **575-5 Basis of Payment.**

Price and payment will be full compensation for all work and materials specified in this Section, and the satisfactory disposal of excavated material, except the furnishing of the fertilizer, and the furnishing and application of the water.

Payment will be made under the items shown in the Bid Price Proposal.

#### **580-40 TREE TRIMMING AND REMOVAL.**

**(REV 10-2-15) (1-16)**

The following new Section is added after Section 571:

### **SECTION 580-40 TREE TRIMMING AND REMOVAL**

#### **580-40.1 Description.**

Trim or prune trees and vegetation, remove undesired trees and vegetation, and dispose of resulting debris as directed in work document.

Perform all work meeting the requirements of recognized and approved arboriculture principles with emphasis on tree health and symmetry as set forth in *The American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices* (ANSI A300).



Perform all work without damage to trees and shrubs that are intended to remain in the work area.

Prior to beginning work, report all damaged fence, fence posts and other appurtenances within the right-of-way to the Engineer.

#### **580-40.2 Equipment.**

Use equipment designed for the performance of work described herein. Maintain equipment in good repair and operating condition at all times, meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use.

Do not use equipment on the Department's right-of-way that damages pavement, curbs, drainage structures, sidewalks, guardrail turf areas, or any other Department assets. Repair damage resulting from work activities to meet the requirements of the current edition of the Department's Design Standards at no cost to the Department before resuming project activities.

#### **580-40.3 Tree Trimming.**

**580-40.3.1 General:** Trim the trees to the height and width described in the work document. Remove all dead, dying, diseased, decaying, interfering, suckering, obstructing and weak branches.

**580-40.3.2 Crown Reduction:** Ensure the natural shape and structure of the tree should be maintained. If the height of a tree must be reduced, all cuts will be made to strong laterals or to the parent limb.

**580-40.3.3 Power Shearing:** Cut and trim vegetation to the height and width described in the work document using mobile, mechanical equipment capable of vertical, horizontal and angle cuts.

#### **580-40.4 Tree and Shrub Removal.**

**580-40.4.1 General:** Cut and remove trees and shrubs within the right-of-way at the locations specified in the work document or Contract. When necessary for the protection of public safety, use block and tackle to safely lower the severed branches and trunk sections. Remove the main trunk at or below the ground surface.

Treat the stumps with herbicide labeled for stump use and approved by the Engineer. Use of soil sterilant or residual type materials will not be permitted.

Ensure trees marked by the Engineer to remain are not to be removed or damaged.

**580-40.4.2 Shrub Removal:** Cut and remove vegetation with multiple trunks extending from a common root-base (i.e., Brazilian pepper, myrtle, palmettos, bamboo, palms, etc.) flush with the ground surface. Remove all stumps and debris.

**580-40.4.3 Tree and Shrub Removal from Fence Lines:** Unless specified elsewhere in the Contract Documents or Work Document, when removing tree and shrubs adjacent to the fence create a fence corridor with minimum dimensions of 10 feet wide and 15 feet high.

Create access corridors from the roadway to the corridor adjacent to the fence at locations determined by the Engineer. The minimum corridor dimensions shall be 10 feet wide and 15 feet high.

#### **580-40.5 Stump Removal**

Remove stumps (including protruding roots and debris) to a depth of 12 inches below the surface of the original ground. Provide acceptable fill material, grade and compact holes or voids created by the removal of the stumps.

#### **580-40.6 Disposal of Debris.**

Dispose of all debris and waste in compliance with all local, state and federal regulations.

Debris may be stockpiled in the Department's right-of-way for a period of time determined by

and with the written approval of the Engineer.

With the approval of the Engineer, wood chips or grindings may be evenly distributed to a depth of no more than one inch in designated areas in the Department's right-of-way.

**580-40.7 Quality.**

Ensure the work site and adjacent properties are clean and free of trimmings, stumps, roots, logs or any other debris at all times.

**580-40.8 Method of Measurement.**

As indicated by the pay items in the work document, payment will be for the actual measured quantities of work performed and accepted. Gaps or skips greater than 150 feet will not be included in the measurement for payment to the contractor.

When the method of compensation for tree removal is an each pay item, the size is determined by the measured diameter rounded to the nearest inch at four and one half feet above the existing ground. Vegetation with multiple trunks extending from a common root-base will be measured at a point one half the distances between the ground and the first stem or branch and will be considered as one tree.

When the method of compensation for pruning and trimming is an each pay item, the payment will be for each tree not per branch. The size is determined by the measured diameter rounded to the nearest inch at four and one half feet above the existing ground. Vegetation with multiple trunks extending from a common root-base will be measured at a point one half the distances between the ground and the first stem or branch and will be considered as one tree.

When the method of compensation for stump removal is an each pay item, the size is determined by the measured diameter of the stump rounded to the nearest inch at a point flush with the ground line as determined by the Engineer.

**580-40.9 Basis of Payment.**

Price and payment will be full compensation for all work and materials specified in this Section. Payment will be made under the items specified in the Bid Price Proposal.

## Appendix A-2

The following is a link to the 2016 Florida Department of Transportation Standard Specifications for Road and Bridge Construction:

<http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks/July2016/Files/716eBook.pdf>

## EXHIBIT "B"

### Details for Unit Rates

ITEM	ESTIMATED			UNIT	TOTAL
No.	QUANTITIES	UNIT	DESCRIPTION	PRICE (\$)	PRICE (\$)
1	10	Acre(s)	Clearing and Grubbing	\$5,500.00	\$55,000.00
2	250	C.Y.	Fill Material AASHTO Classification A-3	\$38.00	\$9,500.00
3	200	C.Y.	Fill Material AASHTO Classification A-2	\$35.00	\$7,000.00
4	1	C.Y.	Dredging	\$350.00	\$350.00
5	150	C.Y.	Lateral Ditch Excavation	\$90.00	\$13,500.00
6	9	C.Y.	Flowable Fill	\$400.00	\$3,600.00
7	200	C.Y.	Excavation Borrow (Regular)	\$45.00	\$9,000.00
8	250	C.Y.	Excavation Borrow (truck measure)	\$50.00	\$12,500.00
9	30	C.Y.	Excavation Channel	\$120.00	\$3,600.00
10	30	C.Y.	Embankment	\$65.00	\$1,950.00
11	250	Per Mile	Sweeping (Mechanical)	\$140.00	\$35,000.00
12	200	C.Y.	Clean & Reshape Ditch (haul excavated material)	\$45.00	\$9,000.00
13	30	L.F.	Clean & Reshape Ditch (spread excavated material)	\$85.00	\$2,550.00
14	25	S.F.	Structure Removal	\$200.00	\$5,000.00
15	1	L.F.	Pipe Liner Optional Material (Section Repair) 0-24"	\$300.00	\$300.00
16	10	L.F.	Pipe Liner Optional Material (Section Repair) 25-36"	\$350.00	\$3,500.00
17	10	L.F.	Pipe Liner Optional Material (Section Repair) 37-48"	\$400.00	\$4,000.00
18	1	L.F.	Pipe Liner Optional Material (Section Repair) 49-60"	\$1,200.00	\$1,200.00
19	1	L.F.	Pipe Liner Optional material (Section Repair) >60"	\$1,500.00	\$1,500.00
20	1	Sq In	Pipe Gasket (1.5 inch)	\$100.00	\$100.00
21	1	Sq In	Pipe Gasket (1.75 inch)	\$115.00	\$115.00
22	1	Sq In	Pipe Gasket ( 2 inches)	\$120.00	\$120.00
23	9	L.F.	Pipe Concrete Culvert 12" (class II)	\$100.00	\$900.00
24	9	L.F.	Pipe Concrete Culvert 15" (class II)	\$125.00	\$1,125.00
25	9	L.F.	Pipe Concrete Culvert 18" (class II)	\$150.00	\$1,350.00
26	25	L.F.	Pipe Concrete Culvert 24" (class II)	\$160.00	\$4,000.00
27	15	L.F.	Pipe Concrete Culvert 30" (class II)	\$175.00	\$2,625.00
28	10	L.F.	Pipe Concrete Culvert 36" (class II)	\$200.00	\$2,000.00
29	20	L.F.	Pipe Concrete Culvert 42" (class II)	\$225.00	\$4,500.00
30	8	L.F.	Pipe Concrete Culvert 48" (class II)	\$250.00	\$2,000.00
31	10	L.F.	Pipe Concrete Culvert 60" (class II)	\$275.00	\$2,750.00
32	8	L.F.	Pipe Concrete Culvert 66" (class II)	\$300.00	\$2,400.00
33	8	L.F.	Pipe Concrete Culvert 72" (class II)	\$325.00	\$2,600.00
34	8	L.F.	Pipe Culvert - Round - Optional Mat 12" SS	\$100.00	\$800.00
35	8	L.F.	Pipe Culvert - Round - Optional Mat 15" SS	\$125.00	\$1,000.00
36	9	L.F.	Pipe Culvert - Round - Optional Mat 18" SS	\$150.00	\$1,350.00
37	9	L.F.	Pipe Culvert - Round - Optional Mat 24" SS	\$160.00	\$1,440.00
38	12	L.F.	Pipe Culvert - Round - Optional Mat 30" SS	\$175.00	\$2,100.00
39	4	L.F.	Pipe Culvert - Round - Optional Mat 36" SS	\$200.00	\$800.00

### Details for Unit Rates

ITEM	ESTIMATED			UNIT	TOTAL
No.	QUANTITIES	UNIT	DESCRIPTION	PRICE (\$)	PRICE (\$)
40	12	L.F.	Pipe Culvert - Round - Optional Mat 42" SS	\$225.00	\$2,700.00
41	10	L.F.	Pipe Culvert - Round - Optional Mat 48" SS	\$250.00	\$2,500.00
42	9	L.F.	Pipe Culvert - Round - Optional Mat 54" SS	\$275.00	\$2,475.00
43	9	L.F.	Pipe Culvert - Round - Optional Mat 60" SS	\$300.00	\$2,700.00
44	9	L.F.	Pipe Culvert - Round - Optional Mat 12" CD	\$100.00	\$900.00
45	1	L.F.	Pipe Culvert - Round - Optional Mat 15" CD	\$125.00	\$125.00
46	8	L.F.	Pipe Culvert - Round - Optional Mat 18" CD	\$150.00	\$1,200.00
47	9	L.F.	Pipe Concrete Culvert 12" (SD)	\$100.00	\$900.00
48	8	L.F.	Pipe Concrete Culvert 15" (SD)	\$125.00	\$1,000.00
49	8	L.F.	Pipe Concrete Culvert 18" (SD)	\$150.00	\$1,200.00
50	30	L.F.	Pipe Concrete Culvert 24" (SD)	\$160.00	\$4,800.00
51	30	L.F.	Pipe Concrete Culvert 30" (SD)	\$175.00	\$5,250.00
52	30	L.F.	Pipe Culvert - Optional Mat 12" (GD)	\$100.00	\$3,000.00
53	9	L.F.	Pipe Culvert - Optional Mat 15" (GD)	\$125.00	\$1,125.00
54	11	L.F.	Pipe Culvert - Optional Mat 18" (GD)	\$150.00	\$1,650.00
55	24	L.F.	Pipe Culvert - Optional Mat 24" (GD)	\$160.00	\$3,840.00
56	5	L.F.	Pipe Culvert Desilting 12"	\$10.00	\$50.00
57	8	L.F.	Pipe Culvert Desilting 15"	\$12.00	\$96.00
58	9	L.F.	Pipe Culvert Desilting 18"	\$15.00	\$135.00
59	20	L.F.	Pipe Culvert Desilting 24"	\$16.00	\$320.00
60	25	L.F.	Pipe Culvert Desilting 30"	\$20.00	\$500.00
61	25	L.F.	Pipe Culvert Desilting 36"	\$25.00	\$625.00
62	150	L.F.	Pipe Culvert Desilting 42"	\$30.00	\$4,500.00
63	175	L.F.	Pipe Culvert Desilting 48"	\$35.00	\$6,125.00
64	125	L.F.	Pipe Culvert Desilting 54"	\$40.00	\$5,000.00
65	125	L.F.	Pipe Culvert Desilting 60"	\$45.00	\$5,625.00
66	4	L.F.	Pipe Culvert Desilting 72"	\$50.00	\$200.00
67	1	C.Y.	Box Culvert Desilting	\$475.00	\$475.00
68	1	L.F.	Pipe Steel Culvert 12"	\$100.00	\$100.00
69	1	L.F.	Pipe Steel Culvert 15"	\$110.00	\$110.00
70	1	L.F.	Pipe Steel Culvert 18"	\$120.00	\$120.00
71	1	L.F.	Pipe Steel Culvert 21"	\$130.00	\$130.00
72	5	L.F.	Pipe Steel Culvert 24"	\$140.00	\$700.00
73	1	L.F.	Pipe Steel Culvert 30"	\$145.00	\$145.00
74	5	L.F.	Pipe Steel Culvert 36"	\$150.00	\$750.00
75	5	L.F.	Pipe Steel Culvert 42"	\$175.00	\$875.00
76	1	L.F.	Pipe Steel Culvert 48"	\$200.00	\$200.00
77	1	L.F.	Pipe Steel Culvert 48"	\$250.00	\$250.00
78	1	L.F.	Pipe Steel Culvert 60"	\$300.00	\$300.00

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### Details for Unit Rates

ITEM	ESTIMATED			UNIT	TOTAL
No.	QUANTITIES	UNIT	DESCRIPTION	PRICE (\$)	PRICE (\$)
79	3	L.F.	Pipe Ellip Desilting [ 12"X18"	\$15.00	\$45.00
80	9	L.F.	Pipe Ellip Desilting [ 14"X 23"	\$18.00	\$162.00
81	4	L.F.	Pipe Ellip Desilting [ 19"X 30"	\$25.00	\$100.00
82	1	L.F.	Pipe Ellip Desilting [ 24"X 38"	\$35.00	\$35.00
83	2	L.F.	Pipe Ellip Desilting [ 43"X 68"	\$54.00	\$108.00
84	2	L.F.	Pipe Ellip Desilting [ 34"X 53"	\$60.00	\$120.00
85	10	L.F.	Pipe Desilting [12"	\$10.00	\$100.00
86	20	L.F.	Pipe Desilting [15"	\$12.00	\$240.00
87	20	L.F.	Pipe Desilting [18"	\$15.00	\$300.00
88	20	L.F.	Pipe Desilting [21"	\$18.00	\$360.00
89	100	L.F.	Pipe Desilting [24"	\$20.00	\$2,000.00
90	30	L.F.	Pipe Desilting [27"	\$22.00	\$660.00
91	30	L.F.	Pipe Desilting [30"	\$22.00	\$660.00
92	250	L.F.	Pipe Desilting [36"	\$22.00	\$5,500.00
93	200	L.F.	Pipe Desilting [42"	\$25.00	\$5,000.00
94	200	L.F.	Pipe Desilting [48"	\$25.00	\$5,000.00
95	300	L.F.	Pipe Desilting [54"	\$28.00	\$8,400.00
96	250	L.F.	Pipe Desilting [60"	\$30.00	\$7,500.00
97	30	L.F.	Pipe Desilting [72"	\$35.00	\$1,050.00
98	9	L.F.	Pipe Desilting [78"	\$50.00	\$450.00
99	150	C.Y.	Class I Concrete (miscellaneous)	\$300.00	\$45,000.00
100	20	C.Y.	Class IV Concrete ( culvert & endwall)	\$400.00	\$8,000.00
101	5	L.F.	Curb Special Concrete	\$30.00	\$150.00
102	10	L.F.	Gutter Valley Concrete	\$35.00	\$350.00
103	10	L.F.	Curb Valley Concrete	\$40.00	\$400.00
104	5	L.F.	Curb and Gutter Concrete Type E	\$40.00	\$200.00
105	7	L.F.	Curb and Gutter Concrete (Special)	\$40.00	\$280.00
106	8	L.F.	Curb and Gutter Concrete Type F	\$40.00	\$320.00
107	8	L.F.	Curb and Gutter Concrete Type A	\$40.00	\$320.00
108	8	L.F.	Curb and Gutter Concrete Type B	\$40.00	\$320.00
109	8	L.F.	Curb and Gutter Concrete Type D	\$40.00	\$320.00
110	8	Each	Inlet (Gutter) Type S (>10')	\$2,200.00	\$17,600.00
111	8	Each	Inlet (Gutter) Type S (<10')	\$1,550.00	\$12,400.00
112	8	Each	Inlet (curb) (type p-5) <10'	\$1,800.00	\$14,400.00
113	8	Each	Inlet (curb) (type p-6) <10'	\$2,000.00	\$16,000.00
114	8	Each	Inlet (curb) (type p-9) Partial	\$1,500.00	\$12,000.00
115	8	Each	Inlet (curb) (type p-9) J. Bottom, < 10'	\$3,000.00	\$24,000.00
116	8	Each	Inlet (curb) (type p-9) < 10'	\$1,450.00	\$11,600.00
117	8	Each	Inlet (ditch bottom) (type B) >10'	\$2,400.00	\$19,200.00

*Red*

### Details for Unit Rates

ITEM	ESTIMATED			UNIT	TOTAL
No.	QUANTITIES	UNIT	DESCRIPTION	PRICE (\$)	PRICE (\$)
118	8	Each	Inlet (ditch bottom) (type B) <10'	\$1,700.00	\$13,600.00
119	3	Each	Inlet (ditch bottom) (type B) J Bottom >10'	\$4,800.00	\$14,400.00
120	1	Each	Inlet (ditch bottom) (type B) J Bottom <10'	\$3,400.00	\$3,400.00
121	1	Each	Inlet (ditch bottom) (type B) Partial J Bottom <10'	\$1,450.00	\$1,450.00
122	1	Each	Inlet (ditch bottom) (type B) Modify	\$1,500.00	\$1,500.00
123	1	Each	Inlet (ditch bottom) (type C modified) >10'	\$2,500.00	\$2,500.00
124	1	Each	Inlet (ditch bottom) (type C modified) <10'	\$2,200.00	\$2,200.00
125	1	Each	Inlet (ditch bottom) (type E) J Bottom <10'	\$3,200.00	\$3,200.00
126	1	Each	Inlet (ditch bottom) (type E) J Bottom >10'	\$3,600.00	\$3,600.00
127	1	Each	Inlet (ditch bottom) (type H) <10'	\$3,200.00	\$3,200.00
128	1	Each	Inlet (ditch bottom) (type H) >10'	\$3,600.00	\$3,600.00
129	2	Each	Inlet (curb) (type p-1) <10'	\$2,500.00	\$5,000.00
130	1	Each	Inlet (curb) (type p-1) Partial	\$750.00	\$750.00
131	1	Each	Inlet (curb) (type p-2) Partial	\$850.00	\$850.00
132	1	Each	Inlet (curb) (type p-2) <10'	\$1,350.00	\$1,350.00
133	1	Each	Inlet (curb) (type p-3) < 10'	\$1,790.00	\$1,790.00
134	2	Each	Inlet (curb) (type p-3) > 10'	\$2,300.00	\$4,600.00
135	2	Each	Inlet (curb) (type p-3) Partial	\$1,200.00	\$2,400.00
136	2	Each	Inlet (curb) (type p-4) Partial	\$1,500.00	\$3,000.00
137	2	Each	Inlet (curb) (type p-4) <10'	\$2,500.00	\$5,000.00
138	2	Each	Inlet (curb) (type p-5) <10'	\$1,790.00	\$3,580.00
139	2	Each	Inlet (curb) (type p-5) Partial	\$1,250.00	\$2,500.00
140	2	Each	Inlet (curb) (type p-5) Modify	\$1,400.00	\$2,800.00
141	2	Each	Inlet (curb) (type p-5) > 10'	\$2,800.00	\$5,600.00
142	2	Each	Inlet (curb) (type p-6) <10'	\$2,200.00	\$4,400.00
143	2	Each	Inlet (curb) (type p-6) Partial	\$1,250.00	\$2,500.00
144	2	Each	Inlet (curb) (type p-6) Modify	\$1,500.00	\$3,000.00
145	2	Each	Inlet (curb) (type p-6) > 10'	\$2,400.00	\$4,800.00
146	2	Each	Inlet Type J-1 (>10')	\$2,200.00	\$4,400.00
147	2	Each	Inlet Type J-1 (<10')	\$1,800.00	\$3,600.00
148	2	Each	Inlet Type J-3 (>10')	\$3,800.00	\$7,600.00
149	2	Each	Inlet Type J-3 (<10')	\$2,800.00	\$5,600.00
150	3	Each	Inlet Type J-5 (<10')	\$1,850.00	\$5,550.00
151	2	Each	Inlet Type J-5 (>10')	\$2,500.00	\$5,000.00
152	2	Each	Inlet Type H J Bottom (>10')	\$5,800.00	\$11,600.00
153	2	Each	Inlet Type H J Bottom (<10')	\$5,000.00	\$10,000.00
154	2	Each	Inlet Type A (ditch bottom) >10'	\$2,450.00	\$4,900.00
155	1	Each	Inlet Type A (ditch bottom) <10'	\$2,580.00	\$2,580.00
156	2	Each	Inlet Type A J Bottom (>10')	\$3,765.00	\$7,530.00

*RF*

### Details for Unit Rates

ITEM	ESTIMATED			UNIT	TOTAL
No.	QUANTITIES	UNIT	DESCRIPTION	PRICE (\$)	PRICE (\$)
157	2	Each	Inlet Type A J Bottom (<10')	\$2,885.00	\$5,770.00
158	2	Each	Inlet Type A J Bottom (Partial)	\$1,500.00	\$3,000.00
159	2	Each	Inlet Type C (ditch bottom) >10'	\$1,650.00	\$3,300.00
160	1	Each	Inlet Type C (ditch bottom) <10'	\$2,025.00	\$2,025.00
161	2	Each	Inlet Type C J Bottom (>10')	\$3,000.00	\$6,000.00
162	1	Each	Inlet Type C J Bottom (<10')	\$800.00	\$800.00
163	1	Each	Inlet Type C Ditch Bottom (Partial)	\$1,500.00	\$1,500.00
164	2	Each	Inlet Type C Ditch Bottom (Modify)	\$1,800.00	\$3,600.00
165	1	Each	Inlet (ditch bottom) (type D modified)	\$2,800.00	\$2,800.00
166	2	Each	Inlet Type D (ditch bottom) (>10')	\$2,900.00	\$5,800.00
167	1	Each	Inlet Type D (ditch bottom) (<10')	\$2,200.00	\$2,200.00
168	2	Each	Inlet Gutter Type S J Bottom >10	\$3,700.00	\$7,400.00
169	1	Each	Inlet Gutter Type S J Bottom <10	\$2,600.00	\$2,600.00
170	1	Each	Inlet Gutter Type S J Bottom Partial	\$1,850.00	\$1,850.00
171	1	Each	Inlet Gutter Type V J Bottom <10'	\$2,900.00	\$2,900.00
172	2	Each	Inlet Gutter Type V J Bottom >10'	\$4,200.00	\$8,400.00
173	2	Each	Manhole J-7 (>10')	\$4,800.00	\$9,600.00
174	1	Each	Manhole J-7 (<10')	\$3,020.00	\$3,020.00
175	3	Each	Manhole J-8 (<10')	\$3,200.00	\$9,600.00
176	2	Each	Manhole J-8 (>10')	\$5,075.00	\$10,150.00
177	1	Each	Manhole P-7 (>10')	\$2,800.00	\$2,800.00
178	2	Each	Manhole P-7 (<10')	\$2,400.00	\$4,800.00
179	1	Each	Manhole P-8 (<10')	\$2,440.00	\$2,440.00
180	2	Each	Manhole P-8 (>10')	\$3,035.00	\$6,070.00
181	3	Each	Manhole Cleaning	\$275.00	\$825.00
182	1	Each	Manhole Sealing	\$2,500.00	\$2,500.00
183	10	Each	Inlet Cleaning	\$275.00	\$2,750.00
184	2	Each	Inlet Sealing	\$850.00	\$1,700.00
185	10	Acre(s)	Stormwater Management System Maintenance	\$7,500.00	\$75,000.00
186	1	Each	Baffle Box Installation [4'X6'] inside Width & Length	\$6,500.00	\$6,500.00
187	1	Each	Baffle Box Installation [4'X8'] inside Width & Length	\$7,500.00	\$7,500.00
188	1	Each	Baffle Box Installation [5'X10'] inside Width & Length	\$8,500.00	\$8,500.00
189	1	Each	Baffle Box Installation [6'X12'] inside Width & Length	\$9,500.00	\$9,500.00
190	2	Each	Baffle Box Installation [8'X12'] inside Width & Length	\$10,500.00	\$21,000.00
191	2	Each	Baffle Box Installation [8'X14'] inside Width & Length	\$11,500.00	\$23,000.00
192	2	Each	Baffle Box Installation [10'X14'] inside Width & Length	\$12,000.00	\$24,000.00
193	1	Each	Baffle Box Installation [10'X16'] inside Width & Length	\$13,500.00	\$13,500.00
194	1	Each	Baffle Box Cleaning	\$5,500.00	\$5,500.00
195	1	Each	Drainage Structure Modify	\$1,500.00	\$1,500.00

*PLW*



### Details for Unit Rates

ITEM	ESTIMATED			UNIT	TOTAL
No.	QUANTITIES	UNIT	DESCRIPTION	PRICE (\$)	PRICE (\$)
196	1	Each	Drainage Structure Miscellaneous, Adjust	\$1,500.00	\$1,500.00
197	1	L.F.	Underdrain clean-out/backflushing (6")	\$45.00	\$45.00
198	1	L.F.	Underdrain clean-out/backflushing (8")	\$60.00	\$60.00
199	10	Each	Junction Box Cleaning	\$50.00	\$500.00
200	63	Lb	Reinforcing Steel	\$8.00	\$504.00
201	2	Each	Mitered End Section (conc. pipe round 12")	\$500.00	\$1,000.00
202	2	Each	Mitered End Section (conc. pipe round 15")	\$750.00	\$1,500.00
203	1	Each	Mitered End Section (conc. pipe round 18")	\$850.00	\$850.00
204	2	Each	Mitered End Section (conc. pipe round 24")	\$1,000.00	\$2,000.00
205	2	Each	Mitered End Section (conc. pipe round 30")	\$1,800.00	\$3,600.00
206	2	Each	Mitered End Section (conc. pipe round 36")	\$2,400.00	\$4,800.00
207	2	Each	Mitered End Section (corr. pipe round 15")	\$300.00	\$600.00
208	1	Each	Mitered End Section (corr. pipe round 18")	\$400.00	\$400.00
209	2	Each	Mitered End Section (corr. pipe round 24")	\$550.00	\$1,100.00
210	2	Each	Mitered End Section (corr. pipe round 30")	\$1,600.00	\$3,200.00
211	1	Each	Mitered End Section (corr. pipe round 36")	\$2,400.00	\$2,400.00
212	2	S.Y.	Concrete Cement Pavement - Plain (8")	\$100.00	\$200.00
213	2	S.Y.	Concrete Cement Pavement - Plain (8") Reinf	\$125.00	\$250.00
214	2	S.Y.	Concrete Cement Pavement - Plain (9")	\$125.00	\$250.00
215	2	S.Y.	Concrete Cement Pavement - Plain (9") Reinf	\$150.00	\$300.00
216	2	S.Y.	Concrete Cement Pavement - Plain (10")	\$150.00	\$300.00
217	2	S.Y.	Concrete Cement Pavement - Plain (10") Reinf	\$175.00	\$350.00
218	3	S.Y.	Concrete Cement Pavement - Plain (12")	\$175.00	\$525.00
219	2	S.Y.	Concrete Cement Pavement - Plain (12") Reinf	\$225.00	\$450.00
220	20	C.Y.	Class I Concrete (Culvert)	\$300.00	\$6,000.00
221	15	C.Y.	Class I Concrete (End Wall)	\$325.00	\$4,875.00
222	2	C.Y.	Class I Concrete (Bulkhead)	\$400.00	\$800.00
223	50	C.Y.	Class I Concrete (Substructure)	\$300.00	\$15,000.00
224	10	C.Y.	Class I Concrete (Retaining Walls)	\$500.00	\$5,000.00
225	20	C.Y.	Class I Concrete (Misc)	\$400.00	\$8,000.00
226	5	C.Y.	Class I Concrete (Trench Slab)	\$300.00	\$1,500.00
227	30	C.Y.	Class II Concrete (Culvert)	\$450.00	\$13,500.00
228	2	C.Y.	Class II Concrete (End Wall)	\$400.00	\$800.00
229	2	C.Y.	Class II Concrete (Bulkhead)	\$400.00	\$800.00
230	2	C.Y.	Class II Concrete (Substructure)	\$300.00	\$600.00
231	5	C.Y.	Class II Concrete (Retaining Walls)	\$600.00	\$3,000.00
232	3	C.Y.	Class II Concrete (Misc)	\$750.00	\$2,250.00
233	5	C.Y.	Class IV Concrete (Culvert)	\$500.00	\$2,500.00
234	2	C.Y.	Class IV Concrete (End Wall)	\$550.00	\$1,100.00

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### Details for Unit Rates

ITEM	ESTIMATED			UNIT	TOTAL
No.	QUANTITIES	UNIT	DESCRIPTION	PRICE (\$)	PRICE (\$)
235	2	C.Y.	Class IV Concrete (Bulkhead)	\$400.00	\$800.00
236	2	C.Y.	Class IV Concrete (Substructure)	\$450.00	\$900.00
237	3	C.Y.	Class IV Concrete (Retaining Walls)	\$400.00	\$1,200.00
238	15	C.Y.	Concrete Class IV ( Misc)	\$500.00	\$7,500.00
239	50	S.F.	Concrete Ditch Pavement (3" thickness)	\$12.00	\$600.00
240	10	Gallon	Concrete Crack Sealant ( Epoxy)	\$50.00	\$500.00
241	120	L.F.	Concrete Crack Sealant (Epoxy)	\$8.00	\$960.00
242	1	Gallon	Concrete Crack Sealant (Penetrant Sealer)	\$150.00	\$150.00
243	1	Gallon	Concrete Crack Sealer (Methacrylate Monomer)	\$100.00	\$100.00
244	1	S.F.	Cleaning and Sealing Concrete surface	\$20.00	\$20.00
245	1	Each	Cleaning and Sealing Pipe Joints (>= 15 ")	\$200.00	\$200.00
246	5	Each	Cleaning and Sealing Pipe Joints (18")	\$250.00	\$1,250.00
247	5	Each	Cleaning and Sealing Pipe Joints (24")	\$300.00	\$1,500.00
248	21	Each	Cleaning and Sealing Pipe Joints (30")	\$300.00	\$6,300.00
249	20	Each	Cleaning and Sealing Pipe Joints (36")	\$350.00	\$7,000.00
250	20	Each	Cleaning and Sealing Pipe Joints (42")	\$350.00	\$7,000.00
251	20	Each	Cleaning and Sealing Pipe Joints (48")	\$400.00	\$8,000.00
252	1	Each	Cleaning and Sealing Pipe Joints (54")	\$700.00	\$700.00
253	1	Each	Cleaning and Sealing Pipe Joints (60")	\$900.00	\$900.00
254	1	Each	Cleaning and Sealing Pipe Joints (72")	\$1,000.00	\$1,000.00
255	500	S.F.	Plastic Filter Fabric - Type D-3	\$12.00	\$6,000.00
256	500	S.F.	Plastic Filter Fabric - Type R-1	\$10.00	\$5,000.00
257	500	S.F.	Plastic Filter Fabric - Type D-6	\$12.00	\$6,000.00
258	150	S.F.	Concrete Fabric Formed Riprap (10" filter points)	\$32.00	\$4,800.00
259	1	L.F.	Directional Bore (<6")	\$30.00	\$30.00
260	5	L.F.	Directional Bore (>6"-12")	\$50.00	\$250.00
261	2	L.F.	Directional Bore (>12"-18")	\$100.00	\$200.00
262	1	L.F.	Directional Bore (>18"-24")	\$200.00	\$200.00
263	100	S.Y.	Pavement removal	\$30.00	\$3,000.00
264	8	S.Y.	Base Optional (base group 1)	\$54.00	\$432.00
265	5	S.Y.	Base Optional (base group 2)	\$15.00	\$75.00
266	6	S.Y.	Base Optional (base group 3)	\$12.00	\$72.00
267	3	S.Y.	Base Optional (base group 4)	\$8.00	\$24.00
268	2	S.Y.	Base Optional (base group 5)	\$8.00	\$16.00
269	5	S.Y.	Base Optional (base group 6)	\$12.00	\$60.00
270	2	S.Y.	Base Optional (base group 7)	\$17.00	\$34.00
271	5	S.Y.	Base Optional (base group 8)	\$16.00	\$80.00
272	1	S.Y.	Base Optional (base group 9)	\$15.00	\$15.00
273	1	S.Y.	Base Optional (base group 11)	\$13.00	\$13.00

JP

### Details for Unit Rates

ITEM	ESTIMATED			UNIT	TOTAL
No.	QUANTITIES	UNIT	DESCRIPTION	PRICE (\$)	PRICE (\$)
274	1	S.Y.	Base Optional (base group 12)	\$13.00	\$13.00
275	4	S.Y.	Base Optional (base group 13)	\$57.00	\$228.00
276	1	S.Y.	Base Optional (base group 14)	\$45.00	\$45.00
277	4	S.Y.	Base Optional (base group 15)	\$45.00	\$180.00
278	7	S.F.	Stabilization Type B	\$32.00	\$224.00
279	8	S.F.	Stabilization Type C	\$22.00	\$176.00
280	10	S.F.	Asphalt Concrete Type SP-9.5	\$25.00	\$250.00
281	10	S.F.	Asphalt Concrete Type SP-12.5	\$35.00	\$350.00
282	20	S.F.	Miscellaneous Asphalt Pavement	\$40.00	\$800.00
283	6	S.F.	Asphalt Concrete Friction Course	\$32.00	\$192.00
284	3	L.F.	Sheet Piling ( Concrete ) 10"X 30"	\$150.00	\$450.00
285	5	L.F.	Sheet Piling ( Concrete ) 12"X 30"	\$160.00	\$800.00
286	7	S.F.	Sheet Piling (steel)	\$175.00	\$1,225.00
287	8	CY	Rip Rap (Sand Cement)	\$350.00	\$2,800.00
288	30	S.F.	Rip-Rap (rubble) (Ditch Lining)	\$85.00	\$2,550.00
289	40	S.F.	Rip-Rap (rubble) (bank and shore)	\$95.00	\$3,800.00
290	2	S.F.	Rip-Rap (Articulating Block)	\$250.00	\$500.00
291	50	Ton	Bedding Stone	\$75.00	\$3,750.00
292	12	L.F.	Type B Fence Repair/Resetting (w/barb wire attach.)	\$30.00	\$360.00
293	8	L.F.	Type B Fence Installation	\$25.00	\$200.00
294	46	L.F.	Type B Fence Installation (w/barb wire attach.)	\$35.00	\$1,610.00
295	2	Each	Fence Gate Double 12', Type B	\$1,000.00	\$2,000.00
296	3	Each	Sliding Gate 13' opening	\$1,200.00	\$3,600.00
297	10	L.F.	Removal of Fencing Chain Link	\$20.00	\$200.00
298	5	L.F.	Removal of Fencing Wood	\$25.00	\$125.00
299	25	Million Gallon	Water	\$30.00	\$750.00
300	1	Each	Tree Removal 4" to 12"	\$500.00	\$500.00
301	1	Each	Tree Removal >12" to 24"	\$1,000.00	\$1,000.00
302	1	Each	Tree Removal >24" to 36"	\$1,500.00	\$1,500.00
303	1	Each	Tree Removal >36" to 48"	\$2,000.00	\$2,000.00
304	1	Each	Tree Removal >48"	\$2,500.00	\$2,500.00
305	1	PL	Live Oak Tree 2" Caliper	\$200.00	\$200.00
306	1	PL	Live Oak Tree 4" Caliper	\$400.00	\$400.00
307	1	PL	Palm Single Trunk 8' to 20'	\$500.00	\$500.00
308	1	S.Y.	Sodding (Bahia)	\$7.00	\$7.00
309	4	S.Y.	Sodding (Centepede)	\$8.00	\$32.00
310	1	S.Y.	Sodding (St Augustine)	\$8.00	\$8.00
311	400	S.Y.	Sodding (Bermuda)	\$8.00	\$3,200.00

JLP

### Details for Unit Rates

ITEM	ESTIMATED			UNIT	TOTAL
No.	QUANTITIES	UNIT	DESCRIPTION	PRICE (\$)	PRICE (\$)
312	96	S.Y.	Seeding and Mulching	\$3.00	\$288.00
313	1	Each	Total Suspended Solids	\$25.00	\$25.00
314	1	Each	Chemical Oxygen Demand	\$40.00	\$40.00
315	1	Each	Biochemical Oxygen Demand - 5 Day	\$40.00	\$40.00
316	1	Each	Ammonia Nitrogen (NH)	\$30.00	\$30.00
317	1	Each	Oil and Grease	\$150.00	\$150.00
318	1	Each	Total Kjeldahl Nitrogen (TKN)	\$60.00	\$60.00
319	1	Each	Total Cyanide	\$60.00	\$60.00
320	1	Each	Nitrate and Nitrite	\$30.00	\$30.00
321	1	Each	Ortho-Phosphorous (Ortho-PO4)	\$30.00	\$30.00
322	1	Each	Polynuclear Aromatic Hydrocarbons	\$175.00	\$175.00
323	1	Each	Leachable Volatile Organic Compounds (SPLP)	\$200.00	\$200.00
324	1	Each	Leachable Semi-Volatile Organic Compounds (SPLP)	\$400.00	\$400.00
325	1	Each	Total Recoverable Petroleum Hydrocarbon	\$140.00	\$140.00
326	1	Each	Total Organic Carbon (TOC)	\$40.00	\$40.00
327	1	Each	Dissolved Organic Carbon (DOC)	\$40.00	\$40.00
328	1	Each	Odor	\$20.00	\$20.00
329	1	Each	TCLP RCRA Metals	\$200.00	\$200.00
330	1	Each	SPLP RCRA Metals	\$200.00	\$200.00
331	1	Each	TCLP Volatiles	\$200.00	\$200.00
332	1	Each	SPLP Volatiles	\$200.00	\$200.00
333	1	Each	TCLP Semi-Volatiles	\$400.00	\$400.00
334	1	Each	SPLP Semi Volatiles	\$400.00	\$400.00
335	4	Test (Assay)	Fecal Coliform Bacteria (qPCR)	\$50.00	\$200.00
336	1	Each	TCLP Pesticides	\$200.00	\$200.00
337	1	Each	TCLP Herbicides	\$240.00	\$240.00
338	1	Each	Pesticide/Polychlorinated Biphenyl	\$240.00	\$240.00
339	1	Each	Total Dissolved Solids	\$24.00	\$24.00
340	1	Each	Total Phenols	\$60.00	\$60.00
341	1	Each	Dissolved Oxygen	\$130.00	\$130.00
342	1	Each	Conductivity	\$16.00	\$16.00
343	1	Each	Stream Flow	\$130.00	\$130.00
344	1	Each	Sulfate	\$20.00	\$20.00
345	1	Each	Turbidity	\$15.00	\$15.00
346	1	Each	Petroleum Hydrocarbon	\$150.00	\$150.00
347	1	Each	pH	\$16.00	\$16.00
348	1	Each	Iron	\$20.00	\$20.00
349	1	Each	Chlorophyll a	\$70.00	\$70.00

Rf

**Details for Unit Rates**

ITEM	ESTIMATED			UNIT	TOTAL
No.	QUANTITIES	UNIT	DESCRIPTION	PRICE (\$)	PRICE (\$)
350	1	Each	Dissolved Organic Nitrogen	\$90.00	\$90.00
351	1	Each	Total Nitrogen (TN)	\$70.00	\$70.00
352	1	Each	Total Phosphorous (TP)	\$40.00	\$40.00
				<b>TOTAL</b>	<b>\$1,191,515.00</b>

*SP*

## EXHIBIT "B" CONTINUED BID SHEET

**MFMP Transaction Fee:**

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware that effective November 1<sup>st</sup>, 2015 through July 1<sup>st</sup>, 2016, in accordance with Senate Bill 2502-A, the Transaction Fee will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

**NOTE:** In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

**ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Bidder: RJP Enterprises, Inc. FEID# 59-3686474  
Address: 1722 NW 80<sup>th</sup> Suite 50 City, State, Zip: Gainesville, FL 32606  
Phone: 352-258 0000 Fax: 352-333 9575 E-mail: rpolvere@rjpent.com  
Authorized Signature: *Robert Pol* Date: 6/6/16  
Printed/Typed: Robert J Polvere Title: President

## EXHIBIT "C"

### METHOD OF COMPENSATION

#### 1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in Exhibit "A" and the method by which payments shall be made.

#### 2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Letter of Authorization" will be issued for each project scheduled.

#### 3.0 COMPENSATION:

The total of all authorizations shall not exceed a Budgetary Ceiling of \$1,009,830.00.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment. Execution of this Agreement does not guarantee that the work will be authorized.

#### 4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each "Letter of Authorization" (LOA) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "B", and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Letter of Authorization" shall be issued by the Project Manager. All work authorizations shall be completed within the term of this Agreement.

#### 5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory performance of the services detailed in each "Letter of Authorization", the Vendor shall be paid a Lump Sum Amount of each Authorization. Payment shall be made at the contract unit rates in Exhibit "B", for services provided, as approved by the Department.

**6.0 DETAILS OF UNIT RATES:**

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Exhibit "B", attached hereto and made a part hereof.

**7.0 TANGIBLE PERSONAL PROPERTY:**

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

375-040-18  
PROCUREMENT  
06/12

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

YES

NO

NAME OF BUSINESS:

BSP Enterprises, Inc.

**I. Statement of Policy**

RJP Enterprises, Inc. including its subsidiaries, affiliates, successors and assigns (hereinafter collectively referred to as the "Company") is committed to providing a workplace free from drug and alcohol abuse. We are concerned about the well-being of Employees whose drug or alcohol abuse or dependency may affect their job performance, their job safety, the safety and well-being of co-workers and the expectations of our Clients.

**II. Definitions**

**A. Controlled Substances:** The term "controlled substances" includes mind-altering and/or additive substances included under the provisions of the United States Government's Controlled Substances Act of 1970, as amended. Examples include:

1. Opiates (e.g., heroin, morphine, codeine, methadone)
2. Cocaine
3. Cannabinoids (e.g., marijuana, hashish)
4. Amphetamines (including methamphetamine)
5. Barbiturates (some prescription sleep aids)
6. Benzodiazepines (Xanax, Prozac)
7. Other narcotics and hallucinogens (e.g., phencyclidine [PCP], methaqualone [Quaalude], peyote [LSD])

Also encompassed by this definition are substances not sold as drugs or medicines but which are used for mind and behavior-altering effect.

**B. Illegal Drugs:** The term "illegal drugs" means any controlled substances not possessed, purchased, or used in a manner that complies with all federal, state, and local laws.

**C. Company or Client Premises:** The term "Company or Client Premises" includes work sites, vehicles, or offices owned, rented, used, or served by the Company or any Client of the Company; vehicles owned or rented or used by an Employee when on the property of the Company or of any Client of the Company, or being used on behalf of the Client of the Company; any other locations where the Employee represents the Company in any capacity.

**D. Company Time:** The term "Company Time" includes all working hours as well as meal periods and break periods, regardless of whether on Company or Client premises.

**III. Prohibited Activities**

**A.** The unlawful possession, use, manufacture, sale or distribution of illegal drugs, including the attempted possession, use, manufacture, sale or distribution of illegal drugs is strictly prohibited at all times, regardless of whether the Employee is working on Company or Client Premises. Any suspected illegal drugs or drug paraphernalia will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

**B.** The unauthorized possession, use, sale or distribution of alcoholic beverages on Company time or on Company or Client Premises is strictly prohibited. In this regard, all Employees will be subject to any policy established by any Client of the Company relating to personal searches, including, for example, searches of lockers, vehicles, containers, purses, bags, or other items.

**C.** Reporting to work at any time with alcohol or any non-prescribed controlled substance or its metabolites in one's system is strictly prohibited. The use of controlled substances as prescribed for the Employee by the Employee's physician does not violate this Policy. However, an employee who is taking a prescription medication or other legal drug that might impair his or her ability to work safely should provide prompt notice of this fact to his or her supervisor. Employees should not report to work under the influence of any drug that creates an impairment or safety risk.

**IV. Employee Assistance Options**

Any current Employee who recognizes a need for counseling or medical assistance related to drug or alcohol abuse may voluntarily contact an RJP Enterprises, Inc. supervisor or Human Resources Representative to receive assistance in determining what options may be available and in ways in which the Company may support his or her recovery.

An Employee's decision to seek help voluntarily (before the individual is asked to submit to a drug and/or alcohol test and/or before the individual is discovered otherwise to have violated the policy) will not be used as a basis of disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave as appropriate. Please be aware, however, that a decision to seek treatment can neither absolve nor protect individuals from the consequences of failing to meet performance expectations or for engaging in policy violations. A person's decision to seek help will be treated as confidential, and communicated only to those RJP Enterprises, Inc. Employees and Agents with the need-to-know.

V. **Substance Abuse Testing**

The Company reserves the right to test any Employee for substance abuse under the following circumstances:

- A. **Pre-Employment:** The Company may require new hires to take and pass a test for illegal drugs as a condition of employment. Job applicants who test positive or who refuse a test will be ineligible for hire for a period of six (6) months following a positive test result or refusal to test.
- B. **Pre-Assignment:** To satisfy the needs of certain Clients, the Company may test any Employee for controlled substances before the Employee will be allowed to report to work for the Client.
- C. **Suspected Influence:** The Company may require a test whenever an Employee's work performance, attendance, conduct, appearance, speech, breath odor, or other behavior on the job creates a reasonable suspicion that the Employee may be impaired by alcohol or controlled substances.
- D. **Accidents:** The Company may test all Employees involved in any serious accident occurring on Company or Client Premises or while on Company time for the presence of controlled substances and alcohol. Only those individuals' whose behavior appears to have caused or contributed to the accident will be subject to testing. A "serious accident" is one in which a person sustained an injury sufficient to trigger off site medical attention, or in which significant property damage is incurred. Post-accident tests will not delay any necessary medical attention, but following an accident an Employee should remain available for testing and refrain from using any alcohol until post accident test is completed or the Company informs the Employee that no test is required.
- E. **Additional Testing:** The Company may conduct any additional testing required or permitted by applicable state or federal law or deemed necessary by the Company or a Client. Employees who will be subject to additional testing as a condition of their placement or assignment with a Client will be so notified at the time they apply for the assignment, or at the time that the testing requirement becomes applicable to that assignment.

VI. **Consequences**

- A. **Refusal to Take a Test:** Any Employee who refuses to take a Company required drug and alcohol test will typically result in the termination of the employment relationship. Attempts to adulterate, dilute, substitute, or drainage of test sample or to evade or obstruct the testing process will be treated as refusal to test.
- B. **Unauthorized Use:** Any Employee who violates this policy will be subject to disciplinary action up to and including termination. In addition, if the Employee holds a medical license from a state licensing agency, RJP Enterprises, Inc. may be required to report any violations of this policy to those licensing entities.
- C. **Positive Test:** Any Employee who admits to being under the influence of alcohol or illegal drugs or who test positive for illegal drugs or alcohol will be subject to immediate termination. In Iowa, Minnesota, Puerto Rico, Rhode Island, and Vermont, RJP Enterprises, Inc. will offer Employees who test positive for the first time an opportunity to pursue rehabilitation in lieu of discipline to the extent required by law.

VII. **Testing Procedures:**

- A. **Consent:** no sample will be collected, or test conducted on any sample, without the consent of the person being tested. However, a refusal to submit to a test when asked will be viewed as a refusal to test and will result in termination of the employment relationship.
- B. **Collection of Samples:** The collection of samples for examination or screening will be performed under reasonable and sanitary conditions. Individual dignity shall be preserved to the extent practicable. Samples will be collected in a manner reasonably calculated to prevent substitution or samples and interference with the collection, examination, or screening of samples.
- C. **Substances for which RJP Enterprises, Inc. May Test:** Job applicants and Employees may be tested for illegal drugs and/or alcohol as described below. Tests may seek the presence of one or all of the following substances (or their metabolites): amphetamines (including metamphetamine), barbiturates, benzodiazepines (Valium, Xanax), cocaine, marijuana (THC), opiates (including codeine, heroin, and morphine), methadone, phencyclidine (PCP), and alcohol. Other substances may be added to this list or required by a Client as part of its substance abuse program.
- D. **Certified Laboratories:** All drug testing will be performed by laboratories certified to perform federal workplace drug testing by the U.S. Department of Health and Human Services. The testing laboratory will follow procedures to remain chain of custody for sample collection and examination to ensure proper record keeping, handling, and identification of examination samples. Alcohol test will typically be performed and confirmed immediately at the collection site by personnel trained to conduct breath-alcohol testing. An alcohol test will be considered positive if it shows 0.04 percent or more alcohol in the individuals system.
- E. **Confirmation of Positive Results:** The laboratory analyzing a drug test specimen shall confirm any sample that produces a positive result by a second examination of the sample utilizing gas chromatography with mass spectrometry (GC/MS) or an equivalent scientifically accepted method.
- F. **Review of Positive Drug Test Results:** The Medical Review Officer will provide an opportunity for a tested individual to discuss, in confidence, a positive test result before the Medical Review Officer reports the test result to the Company. If the individual offers a legitimate medical explanation for a positive test result, the MRO will cause the test to be reported negative. If the Medical Review Officer, after making and documenting reasonable efforts, is unable to contact a tested person, or if the tested individual declines the opportunity to speak with the Medical Review Officer, he or she may confirm the test as positive without speaking to the tested individual.
- G. **Negative Dilute Results:** If a urine specimen is determined to be negative and dilute (urine specimen with creatinine level of less than 20 g/dl and a specific gravity of 1.003 or less) it is recommended that the donor be required, at the Employers request, to refrain from drinking excessive amounts of fluids and provide minimum possible advance notice another specimen to be tested. The second test shall become the test of record.
- H. **Notification and Right To Rebut Test Results:** Any individual is entitled to be notified of the result of any controlled substance or alcohol test administered pursuant to RJP Enterprises, Inc. policy. The Medical Review Officer will notify the individual and the Company of any verified positive test result, and the Company will provide Employees with a copy of the Company's policy and any notice of disciplinary action based on the result of the test. This information will be delivered to the Employee either in person or by certified mail within thirty (30) days from the date the test was performed. The individual has the right to request a re-test of the original sample by an independent certified laboratory (typically, requests for a re-test must be made with seven (7) days of the date the employee is notified of the positive test result). Re-test will be at the individuals' expense, except where limited by law, but if the re-test fails to reconfirm the positive test result then the Company will reimburse the individual for the cost of the test and discard the original test results.
- I. **Confidentiality:** Test results will be considered confidential and shared within the Company and its Agents involved in the testing process only on a need-to-know basis. No information about the tests and the testing process will be released outside RJP Enterprises, Inc. without the consent of the tested individual except as may be required by law or legal process. Information related to the testing process will be maintained in secure confidential files apart from regular personnel records. Test results may also be released to medical licensing authorities, if the Employee holds a medical license and regulations governing licensure so require.
- J. **Procedures For Suspected Influence Testing:** The conduct giving rise to any determination of suspected influence must be witnessed by at least two (2) supervisors, if at all feasible. If only one (1) supervisor is available, only one (1) supervisor need witness the conduct. Supervisors will be trained as required by law to make reasonable suspicion determinations. The conduct



giving rise to the determination of suspected influence will be documented by the supervisor(s) who witnessed the conduct within twenty-four (24) hours of the observed behavior or before the results of the test released, whichever is earlier.

- K. **Cost and Expense:** Employees will receive normal wages for the time spent in connections with the testing program.
- L. **Compliance With Applicable Laws:** Implementation of the drug and alcohol testing provisions of this policy may vary in certain states and localities. RJP Enterprise, Inc. will administer this policy, including all drug and alcohol testing provisions, in a manner that complies with applicable federal, state, and local laws.
- M. **Effective Date:** The effective date of this substance abuse policy is January 1, 2009. The Company reserves the right to amend, modify or supplement these policies and procedures at any time. Any changes in applicable law shall be deemed to be incorporated into this policy as of their effective date.



**Acknowledgment Form**

I hereby certify that RJP Enterprises, Inc. has provided me a copy of its Substance Abuse Policy; that I have read and understand the policy; and that I agree to abide by the policy. I also understand that this policy is not intended to, and does not create a contract for employment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

**FOR ALL EMPLOYEES WORKING ON CLIENT SITE OR CLIENT ASSIGNMENT:**

**I also consent to have results of my drug and/or alcohol screen released to current or prospective clients of RJP Enterprises, Inc., and its parent company, successors and assigns, in connection with my placement with the client and/or prospective client.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
MBE PLANNED UTILIZATION

375-040-24  
PROCUREMENT  
12/09

PROCUREMENT NO. ITB-DOT-15116-2371-DS FINANCIAL PROJECT NO. \_\_\_\_\_  
(DEPARTMENT USE ONLY)

DESCRIPTION: NPDES

I, Robert J Polvere, President  
(name) (title)

of R.J.P. Enterprises, Inc


plan to subcontract at least 0 % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed:   
Title: President  
Date: 6/6/16

### MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested?

12

Provide a written statement detailing your qualifications:

RJP Enterprises Inc. has been working on projects similar in scope to the NPDES 2348 for approximately 12 years.

RJP Enterprises Inc. has completed numerous projects in storm water maintenance, pipe installation, pipe distilling, ditch pavement replacement, canal dredging, structural placement, storm water conveyance, catch basin rehabilitation and cleaning. This work includes four contracts for NPDES 2265, 2284, 2321, and 2338. Please also see the attached notarized statement for a listing of projects reflecting our experience as well as contact information for verification.

### WORK REFERENCES

List the names of three references for which your business has provided similar services.

BUSINESS NAME	ADDRESS	CONTACT PERSON	PHONE NO.
1. FDOT	1109 South Marion Ave. Lake City, FL 32025	Alan Obaigbema	386-961-7004
2. FDOT	3633 HWY 390 Panama, city FL 32405	Mary Meekins	850-767-4922
3. FDOT Florida Department of Transportation	17 Commerce Blvd Midway, FL 32343	William Duncan	850-245-7985





1 722 NW 80<sup>th</sup> Blvd Suite No. 50

Gainesville, FL 32606

GC License No. 1509338

Phone: (352)-333-9595

Fax: (352)-333-9575

### MINIMUM QUALIFICATIONS STATEMENT

RJP Enterprises, Inc., a Florida corporation formed in 2000, operates as a Certified General Contractor specializing in Construction and Right of Way Maintenance work. Projects include erosion control, slope stabilization, underground utilities, concrete, and other various construction activities.

#### **NPDES 12/13-2238**

Dates: Completed May 24, 2016

Contract Amount: \$ 2,300,218.50

National Pollution Discharge Elimination System

Alachua, Clay, Duval, Putnam and St Johns counties

Contact: Florida Department of Transportation

Alan Obaigbena

1109 S Marion Ave

Lake City, FL 32025

386-961-7064

#### **NPDES 9/10-2321**

Dates: to be completed in June 30, 2013

Contract Amount: \$2,629,125.00

National Pollution Discharge Elimination System

Alachua, Clay, Duval, Putnam and St Johns counties

Contact: Florida Department of Transportation

Alan Obaigbena

1109 S Marion Ave

Lake City, FL 32025

386-961-7064

#### **NPDES 06/07 -2284**

Dates: to be completed in August 2010

Contract Amount: \$1,323,988.00

National Pollution Discharge Elimination System

Alachua, Clay, Duval, Putnam and St Johns counties

Contact: Florida Department of Transportation

Alan Obaigbena

1109 S Marion Ave

Lake City, FL 32025

386-961-7064



1722 NW 80<sup>th</sup> Blvd Suite No. 50  
Gainesville, FL 32606  
GC License No. 1509338  
Phone: (352)-333-9595  
Fax: (352)-333-9575

MINIMUM QUALIFICATIONS STATEMENT

**NPDES 05/06 – 2265**

Dates: Completed December 2009  
Contract Amount: \$ 2,234,624.00  
National Pollution Discharge Elimination System  
Alachua, Clay, Duval, Putnam and St Johns counties  
Contact: Florida Department of Transportation  
Alan Obaigbena  
1109 S Marion Ave  
Lake City, FL 32025  
386-961-7064

This information is true and correct.

*Robert J Polvere*

Robert J Polvere, President

STATE OF FLORIDA  
COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me this 6<sup>th</sup> day of June, 2016, by  
*Robert J Polvere* (person making statement).



(NOTARY SEAL)

*Christina M Caniff*  
Signature of Notary Public

Christina M. Caniff  
Printed Name of Notary Public

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

Florida Statutes  
287.135


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

375-030-60  
PROCUREMENT  
06/11

Respondent Vendor Name: R.J.P Enterprises Inc.  
 Vendor FEIN: 593686474  
 Vendor's Authorized Representative Name and Title: Robert J. Polvere, President  
 Address: 1722 NW 8th Blvd #50  
 City: Gainesville State: Florida Zip: 32606  
 Phone Number: 352-333-9595  
 Email Address: rpolvere@rjpent.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: 

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Robert J Polvere, President



**NIELSON, WOJTOWICZ, NEU & ASSOCIATES**  
A FIDELITY & BOND COMPANY

June 3, 2016

State Of Florida  
Department of Transportation  
District Two Procurement Office  
1109 S. Marion Avenue  
Lake City, FL 32025-5874

Re: **RJP Enterprises, Inc.**  
**ITB-DOT 15-16-2371-DS**

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds for **RJP Enterprises, Inc.** The name of their surety is **International Fidelity Insurance Company**, which carries an A.M. Best Rating of **A- VII**, and it is listed in the **Department of Treasury's Federal Register**.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide **RJP Enterprises, Inc.** Performance and Payment Bonds for the single projects in the amount of **\$4,000,000.00** and aggregate support in the amount of **\$7,000,000.00**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

**RJP Enterprises, Inc.** is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We do not assume liability to any third party, including you, if we do not execute said bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Kevin Wojtowicz  
Producer  
KRW/jms

Please print this page for your records.

Print

**Vendor Name:** R.J.P. ENTERPRISES, INC.  
**Short Name (Does Business As):**  
**Ariba Network ID:**  
**Dun and Bradstreet Number:** 050817431  
**Web Site:**  
**Federal Tax ID Number:** F593686474  
**Name that appears on 1099 Form:** R.J.P. ENTERPRISES, INC.  
**W9 Status:** Valid W-9 on File  
**DFS W9 Last Update Date:** Sep 7, 2011  
**Business Designation:** Corporation

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
ROBERT POLVERE	PRESIDENT	352-258-0000	352-333-9575	RPOLVERE@RJPENT.COM

<b>P.O. Info:</b> <b>Orders:</b> FAX <b>Email:</b> RPOLVERE@RJPENT.COM <b>Fax:</b> 352-333-9575 <b>Contact:</b> ROBERT POLVERE  1722 NW 80th Boulevard Unit 50 GAINESVILLE, FL 32606 Alachua US	<b>Remit To:</b> <b>Fax:</b> 352-333-9575 <b>Contact:</b> ROBERT POLVERE  1722 NW 80th Boulevard Unit 50 GAINESVILLE, FL 32606 Alachua US	<b>Billing Contact:</b> <b>Email:</b> <b>Fax:</b> 352-333-9575 <b>Contact:</b> ROBERT POLVERE  1722 NW 80th Boulevard Unit 50 GAINESVILLE, FL 32606 Alachua US
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STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER	
CGC1509338	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

POLVERE, ROBERT J  
RJP ENTERPRISES INC  
10262 SW 25 TH PLACE  
GAINESVILLE FL 32608



ISSUED: 08/21/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408210001675

# R.J.P. ENTERPRISES, INC.

## Debris Disposal Plan

R.J.P. Enterprises, Inc. provides professional services to the Florida Department of Transportation (Department). R.J.P. Enterprises, Inc. is aware of the environmental and public health concerns regarding the disposal of trash, debris and sediment (SOLIDS) and water (WATER) waste material. Throughout R.J.P. Enterprises, Inc. history of work within the State of Florida, R.J.P. Enterprises, Inc. has strived to be environmentally conscious with a concern for the citizens of Florida.

R.J.P. Enterprises, Inc. shall responsibly collect, transport, manage, store and dispose of any SOLIDS and WATER collected through the Vac-Con Truck and all other maintenance operations in a manner consistent with all applicable Federal and State Statutes, Florida Administrative Code, and Local Environmental Regulations. R.J.P. Enterprises, Inc. shall be responsible for determining any and all applicable disposal requirements and procedures and shall provide the Department with all documents demonstrating such compliance. R.J.P. Enterprises, Inc. shall provide all documents demonstrating the SOLIDS and WATER are disposed of at a Site with all appropriate Permits and Licenses or any documents demonstrating such permits or licenses are not necessary including any authorization or indemnification of the site owner and demonstrate that such disposal shall not violate any Federal, State, or Local Regulation. All equipment including but not limited to Vac-Con trucks used for the purpose of cleaning storm water drainage structures and systems shall be dedicated to this operation and only used for this operation. If R.J.P. Enterprises, Inc. determines that an unusual odor exists (sewage, gasoline, diesel fuel, etc.), then R.J.P. Enterprises, Inc. shall cease all activity and the Vac-Con Operator shall not reintroduce WATER or shall stop reintroducing WATER and notify R.J.P. Enterprises, Inc. who shall immediately notify the Department Project Manager.

R.J.P. Enterprises, Inc. shall indemnify and hold the Department harmless for any civil or criminal violation if any and all applicable Federal and State Statutes, Florida Administrative Code, and Local Environmental Regulations. R.J.P. Enterprises, Inc. plans to use its own equipment or if necessary, will subcontract for debris and silt removal from drainage structures. However use of subcontractor shall not transfer or relieve R.J.P. Enterprises, Inc. from any responsibility or R.J.P. Enterprises, Inc. requirement to indemnify and hold harmless the Department for any and all civil or criminal liability.

R.J.P. Enterprises, Inc. shall prevent any runoff associated with sediment, trash and debris soluble constituents from leaving the staging area.

R.J.P. Enterprises, Inc. has reviewed all pertinent regulatory provisions and determined and certifies to the Department that the following methods comply with all applicable Federal, State, and Local Environmental Regulations. One or more of the following methods will be used based on the needs of each LOA:

## **1. SOLIDS**

### **a. Solids determined to be Non-Hazardous from closed loop system**

1. Solids removal from closed looped (pipes, culverts, etc.) shall be by Jet-Vac combination system. These solids shall be placed in roll off debris containers that are placed on top of plastic sheeting surrounded by filter sock and sand bags to prevent any liquid from leaving the staging area. When the operation is complete, R.J.P. Enterprises, Inc. or a certified sanitation contractor, shall haul the material from the work site to an established dump site – typically a county landfill.
2. Solids removal from closed looped (pipes, culverts, etc.) system shall be by Jet-Vac combination system. These solids shall be placed over plastic sheeting with filter sock and sand bags around the plastic sheeting to prevent any liquid from leaving the staging area. R.J.P. Enterprises, Inc. shall be responsible for selecting a staging area. All staging areas shall be in compliance with all applicable regulations and give the Department any and all access for any Department purpose including but not limited to random inspection. In addition, plastic sheeting shall be used to cover the solids to ensure windblown fine solids to adjacent areas is controlled and minimized. When the operation is complete, R.J.P. Enterprises, Inc. or a certified sanitation contractor, shall haul the material from the work site to an established dump site – typically a county landfill.

### **b. Solids determined to be Non-Hazardous from open loop system**

Solids removal from open looped (ditch) system shall be performed as specified in the Letter of Authorization (LOA). Any excess spoil material shall be placed in a self contained upland spoil site for proper disposal consistent with this plan and the LOA.

### **c. Solids determined to be Hazardous**

1. Solids that are determined to be Hazardous by sampling, shall be removed from closed looped system by Jet-Vac combination system. These hazardous solids shall be placed in fifty-five (55) gallon drums, properly labeled and dated. Additionally, the Jet-Vac combination truck shall be triple rinsed and the rinsate shall be placed in fifty-five



(55) gallon drums, properly labeled and dated, before subsequently being used to remove non-hazardous solids. The manifest for transport and disposal of hazardous solids and rinsate shall be prepared and the materials disposed in a manner that is consistent with this plan.

2. Solids that are determined to be Hazardous by sampling, shall be removed from an open looped hazardous as specified in the LOA. The Hazardous spoil material shall be stored in a self-contained upland spoil site with plastic sheeting under and above spoil site. Subsequently the spoil material shall be transported and disposal at a later date in a manner consistent with this plan.

## **2. WATER**

All water removed from a closed loop system by a Jet-Vac combination system shall be introduced into the Department's Stormwater System by methods that shall ensure that no sediment / silt or turbid discharges into a downstream area, wetlands, or other surface waters. Additionally, the WATER introduced into a roadside swale shall not be allowed to sheet flow outside FDOT's Right of Way. One or more of the following methods will be used based on the needs of each LOA:

- a. WATER may be reintroduced into a road system related dry retention pond upon R.J.P. Enterprises, Inc. request and the Department's approval.
- b. WATER may be introduced into a road system related grassy area or swale area (SWALES) upon R.J.P. Enterprises, Inc. request and Department approval. The WATER shall be introduced provided the WATER stays in the area for a time sufficient to settle out any suspended sand or silt. WATER shall be introduced only where the area is large enough to contain all of the water discharged without running off onto adjacent properties or into the associated storm water collection system.
- c. WATER shall be reintroduced into the closed lopped drainage provided that the effluent has turbidity less than 29 NTUs above background turbidity in the receiving body of water. WATER shall be introduced after passing WATER through a filtration / clarifying system compromised of a baffle tank system.
- d. WATER shall be reintroduced into the closed looped drainage provided that the effluent has turbidity less than 29 NTUs above background turbidity in the receiving body of water. WATER may be reintroduced into the closed looped drainage system after passing it through a filtration / clarifying system compromised of filter fabric / geotextile materials fabricated into tubes or bags.

- e. WATER shall be reintroduced into the closed looped drainage provided that the effluent has turbidity less than 29 NTUs above background turbidity in the receiving body of water. WATER may be reintroduced into the closed looped drainage system after passing it through a filtration / flocculation system compromised of baffles, and weirs constructed of flocculation logs.

#### Quality Control and Quality Assurance

1. R.J.P. Enterprises, Inc. shall demonstrate Quality Control and Quality Assurance (QC/QA) and compliance with all applicable Federal, State or Local Environmental Regulations. QC/QA shall include but not be limited to the "Reintroduction of WATER removed during the cleaning of the drainage structures" QC/QA report. The QC/QA report that shall be generated each time WATER is reintroduced. The QC report will be submitted to the DEPARTMENT with the work document when complete and the document shall contain the following information:
  - a. Date, time, work document number and location
  - b. Identification number of the Jet Vac-Con Truck
  - c. Truck owner's statement regarding previous use of truck
  - d. Location, Permit # and Method of WATER reintroduction i.e. retention pond; grassy swale, baffle tank, filtration / clarifying system of filtration / flocculation system
  - e. For reintroduction involving baffle tank, filtration / clarifying system or filtration / flocculation system
  - f. NTU reading of bleed down water
  - g. NTU reading of receiving body of water
  - h. Description of equipment used for NTU test
2. R.J.P. Enterprises, Inc. Quality Control inspectors shall visit the work sites to ensure compliance with all Federal, State and Local Environmental Regulations and procedures.

KNOW ALL MEN BY THESE PRESENTS: That we, R.J. P. Enterprises, Inc.

(name)  
(hereinafter called Vendor) of 1722 NW 80th Blvd. #50 Gainesville, FL 32606  
(address) and

International Fidelity Insurance Company (hereinafter called Surety) of  
(name)  
One Newark Center, 20th Floor - Newark, NJ 07102 PH #973-624-7200  
(address)

duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just sum of One Million Nine Thousand Eight Hundred Thirty Dollars (\$ 1,009,830.00 ),

lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents;

WHEREAS, the above Vendor has subscribed to an agreement with the Department to bear the date of \_\_\_\_\_ for contractual services agreement in connection with

Performance of the National Pollution Discharge Elimination System (NPDES)  
Municipal Separate Storm Sewer System (MS4) program's Structural Best  
Management Practices

in District 2 County(ies),

particularly known as BE234  
(hereinafter called the Agreement), upon certain terms and conditions in said Agreement more particularly mentioned; and

NOW, THEREFORE, The condition of this obligation is such that if the above Vendor in all respects will comply with the terms and conditions of said Agreement, and its obligations thereunder, including the Scope of Services, Specifications, General Conditions, Special Conditions, Bid Blank therein referred to and made a part thereof, and such alterations as may be made in said conditions and specifications, as therein provided for; and, further, if such Vendor will promptly make payment to all persons supplying labor, material, equipment and supplies, used directly or indirectly by the said Vendor or any subcontractor(s) in the prosecution of the work provided for in said Agreement, and promptly will pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the said Agreement and will pay to the Department any amount in money or property, the Department may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act of the Vendor, its agents, or employees, then this obligation is to be void; otherwise, to be and remain in full force and virtue in law.

WITNESS the signature of the Vendor and the signature of the Surety by Kevin Wojtowicz its

Attorney-in-Fact & FL Licensed Resident Agent

(Agent or Attorney-in-Fact, or otherwise)

with seals of said Vendor and Surety hereunto affixed this 20th day of June, 2016

International Fidelity Insurance Company

R.J.P. Enterprises, Inc.

Surety

Vendor

BY: [Signature]  
Signature

BY: [Signature]  
Authorized Signature(s)

TITLE: Attorney-in-Fact & FL Licensed Resident Agent  
Attorney-in-Fact/Agent (Surety Seal)

TITLE: President

ATTEST: Christina M. Caniff  
Secretary/Notary

Name/Telephone #: Kevin Wojtowicz - PH # 727-209-1803

BY: Christina M. Caniff  
Signature

Address: 1000 Central Avenue - Suite 200

St. Petersburg, FL 33705



NOTE: Attach Power of attorney showing authority of Surety's Agent or Attorney-in-Fact. This bond is not for public works contracts required by Section 255.05, Florida Statutes.

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MARGARET A. SCHULZ, JESSICA P. RENO, MICHAEL GENTILE, JOHN R. NEU, DANIEL F. OAKS,  
KEVIN WOJTOWICZ

Miami Lakes, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December 2015.

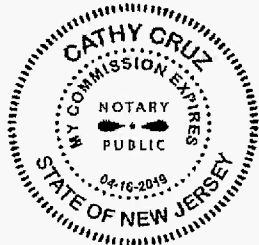


STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th day of June 2014

MARIA BRANCO, Assistant Secretary



**NHC**

**NIELSON, WOJTOWICZ, NEU & ASSOCIATES**

A WILSON HOOPER GROUP COMPANY

June 21, 2016

Darlene Sawyer  
Senior Contract Analyst  
District II Procurement  
1109 South Marion Avenue  
Lake City, FL 32025

Re: RJP Enterprises, Inc. Bond No. SEIFSU0693752

Dear Ms. Sawyer,

Please be advised that International Fidelity Insurance Company hereby gives Robert Polvere of RJP Enterprises, Inc. authority to change and initial the Contract Agreement No. from BE226 to BE234 on Bond No. SEIFSU0693752.

If you have any questions or concerns, please do not hesitate to call me.

Sincerely,

Kevin Wojtowicz  
Attorney-in-Fact and  
FL Licensed Resident Agent

KRM/jms

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, WOJTOWICZ, NEU & ASSOCIATES, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

**ST PETERSBURG**

1000 Central Avenue, Suite 200, St. Petersburg, FL 33705  
P: 727.209.1103 F: 727.209.1335

**ASHEVILLE**

66 Elizabeth Place, Asheville, NC 28801  
P: 828.505.7431

[www.nielsonwojtowicz.com](http://www.nielsonwojtowicz.com)