

**LOCAL AGENCY PROGRAM CHECKLIST FOR CONSTRUCTION CONTRACTS (Phase 58) – FEDERAL AND STATE REQUIREMENTS**

Project Title: SW 27th STREET MULTI-USE PATH  
 Financial Management Number: 433989-1-58-01  
 Federal-Aid Project Number: D218-072-B  
 Local Agency Name: City of Gainesville  
 Scheduled Advertisement Date: 4/4/2021

LAP Agreement Amount (\$): 341,308.00  
 LAP Project Classification: A  B  C  D   
 Specifications Used: FDOT  LAP Big Four  Local Agency   
 Materials Testing Requirements: FDOT-MAC  Local Agency

| Requirement   | Reference   | Local Agency Responsibilities  | District Monitoring Responsibilities   | Requirement Location  |
|---|---|--|--|---|
| 1. Plan, Specification & Estimates (PS&E) Submittal | 23 CFR 635.309(a)<br><br>LAP Agreement – Section 16<br><br>LAP Manual<br><br>National Environmental Policy Act (NEPA)<br><br>Contract Administration Core Curriculum Manual, FHWA HIPA-30, October 2014 | Submit PS&E package to FDOT for approval. Provide assurance that all:<br><br>Right-of-way (ROW) clearances, NEPA compliance have been completed, and appropriate permits have been obtained. Utility and railroad work arrangements and coordination must be made and properly noticed in the bid proposal.<br><br>LAP Classification A, B & C projects: Local Agency will use FDOT's Design Manual and FDOT's Division II and III Specifications when the construction project is on the SHS, NHS, greater than \$10 million in total costs, or projects with bridges or box culverts as defined in the <a href="#">LAP Manual Ch. 19 &amp; 20</a> .<br><br>LAP Classification D projects will be designed in accordance with the Florida Greenbook and Local Agency will use FDOT's pre-approved <a href="#">Big 4 specifications</a> for earthwork, concrete, asphalt, and landscaping items, or will seek FDOT approval for local agency specifications.<br><br>Local Agency uses its own Division 1 Specifications for all project types, but includes FDOT's Division 1 Specifications for Local Agencies in the bid document located on the Department's <a href="#">Specs on the Web</a> page. | Review/approve signed and sealed PS&E package<br><br>ROW Form# 575-095-05 date: <u>5/16/2018</u><br><br>Executed Status of Environmental Certification and Determination received from DEMO. date: <u>7/18/2018</u><br><br>Project Commitments Record FDOT Form# 650-000-01 required: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/><br><br>Clear Letters received dates:<br><br>Utilities <u>7/17/2018</u><br><br>Railroad <u>5/25/2018</u><br><br>No Permits <u>3/5/2018</u><br><br>Permits Req. <u>N/A</u> | Signed and sealed PS&E Package and all Certifications must be uploaded to LAPIT prior to executing this Checklist.<br><br>Copies of permits and the Project Commitments Record Form must be incorporated into the PS&E Package.<br><br>Submitted on or before 7/18/2018 |
| 2. Advertisement                                    | 23 USC 112<br><br>23 CFR 635.112<br><br>255.20 F.S.<br>255.0525 F.S.  | Local Agency may not advertise until Authorization has been received from FDOT. Advertisement must be a minimum of 21 days for or a minimum of 30 days for state construction projects estimated to cost more than \$500,000. The project must be advertised in a manner that reaches all interested bidders and must reach a regional audience at a minimum. Addenda must receive FDOT concurrence prior to publication.  | Review bid documents and verify minimum advertisement period and minimum regional publication.   | ITB - Cover Sheet for schedule; ad in Gainesville Sun and DemandStar - Page 1   |

## LOCAL AGENCY PROGRAM CHECKLIST FOR CONSTRUCTION CONTRACTS

| Requirement  | Reference   | Local Agency Responsibilities  | District Monitoring Responsibilities  | Requirement Location   |
|--|---|--|---|--|
| 3. Bonding   | 255.05 F.S.<br><br>23 CFR<br>635.110(b)<br><br>2 CFR 200.325    | Florida statute requires all contractors performing a public work for a Local Agency execute a payment and performance bond with a surety insurer prior to commencing work. Bonding requirements may not be used to limit competition per federal and state laws.  | Review bid document for bonding requirement(s). Local Agency uploads executed bond with final contract package to LAPIT after contract award. | Agreement Paragraph 5 - Page 22  |
| 4. Buy America   | 23 CFR 635.410<br><br>FDOT Standard Specification 6-5.2         | Include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page. If a Buy America waiver was approved, provide the Federal Register publication date.   | Review bid document for inclusion of the specification and certification requirement.   | Tech Specs, Pararaph 03, Section 6-5.2 - Page 115 (Agreement incorporation by Reference Paragraph 9 - Page 26)   |
| 5. Certification of Current Capacity                           | 14-22.006, F.A.C.<br><br>337.14(1) F.S.                         | Contractor must certify they have the financial capacity to complete the project. Include <a href="#">FDOT Form # 525-010-46</a> in the bid documents per Florida Administrative Code. <b>This form is CONFIDENTIAL. Retain in the project file. Do NOT upload to LAPIT.</b> Information provided is related to the bidder's capacity assigned as a result of their FDOT prequalification application, its confidentiality is governed by Chapter 337.14(1) F.S. | Review bid documents for inclusion of provision and certification.  | ITB, Paragraph 1.5 - Page 3  |
| 6. Change Orders   | 23 CFR 635.120<br><br>FDOT CPAM 7.3.11<br><br>FDOT Std Spec 4-3 | Develop procedures outlining the conditions under which a change order or contract change is allowed and include in bid document. May use Section 7.3.11 of FDOT CPAM as part of procedure <b>or</b> include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.   | Review bid document for inclusion of the provision.   | Agreement, Paragraphs 24-27- Page 41   |
| 7. Claims  | 23 CFR 635.124<br><br>FDOT Std Spec 5-12<br><br>FDOT CPAM 7.5   | Develop procedures outlining the conditions under which a claim is allowed and include in bid document <b>or</b> include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.   | Review bid document for inclusion of the provision.   | Agreement, Paragraphs 24-27 - Page 36 and Tech Specs, Paragraph 03, Section 5-12 - Page 111 (Agreement incorporation by Reference Paragraph 9 - Page 26) |
| 8. Conflict of Interest  | 23 CFR 1.33<br><br>LAP Agreement-Section 14.f.                  | Include provision as required by Section 14.f. of the <a href="#">LAP Agreement</a> (FDOT Form No. 525-010-40). Provide notice of compliance in the bid documents and include in the final contract.   | Review bid document and contract for inclusion of the provision.  | Agreement, Paragraph 3.5 - Page 20   |
| 9. Contractor Purchased Equipment for State or Local Ownership | 23 CFR 140<br>2 CFR 200.313<br>23 U.S.C. 302                    | Do not allow   | Review bid document to ensure exclusion of provision.   | Not included   |

## LOCAL AGENCY PROGRAM CHECKLIST FOR CONSTRUCTION CONTRACTS

| Requirement  | Reference   | Local Agency Responsibilities   | District Monitoring Responsibilities  | Requirement Location  |
|--|---|---|---|---|
| 10. Disadvantaged Business Enterprise (DBE)<br><br>Bid Opportunity | 49 CFR 26<br>49 CFR 26.45<br><br>LAP Manual<br>Chapter 14<br><br>FDOT Std Spec<br>7-24<br><br>FDOT Contract<br>Compliance<br>Manual | The Local Agency shall comply with FDOT's DBE Program Plan unless the Local Agency has a DBE Program Plan approved by the USDOT. FDOT currently has a race neutral program with a 10.65% goal. Include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.<br><br>Verify contractors enter their bid opportunity information in the <a href="#">Equal Opportunity Compliance (EOC) System</a> within 3 business days of submission of the bid for all subcontractors who quoted bids for FHWA-assisted projects. Use FDOT contract number for reporting. Bid opportunity instructions to contractors are included in <a href="#">FDOT Form # 275-030-11</a> .<br><br>Use DBEs certified under the Florida Unified Certification Program <a href="#">DBE Directory</a> . | Review bid document for inclusion of DBE provision and bid opportunity instructions.<br><br>Verify bidder opportunity data collection in EOC or via paper forms prior to award concurrence per LAP Manual Chapter 14.4.2. | ITB, Paragraph 6.5 - Page 15 and Tech Specs, Paragraph 03, Section 7.24 - Page 111 (Agreement incorporation by Reference Paragraph 9 - Page 26) |
| 11. E-Verify   | Florida Governor's Executive Order 11-116<br><br>FDOT SP0072900   | E-verify language. Include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.  | Review bid document for inclusion of the provision.   | Agreement, Paragraph 3.2 - Page 19  |
| 12. Equal Employment Opportunity                                   | 23 CFR 230<br><br>DOT 1050.2A<br><br>FDOT SP0073100<br><br>LAP Agreement Section 14.a.  | Legal Requirements and Responsibility to The Public – Title VI Assurance – DOT 1050.2, <a href="#">Appendices A and E</a> . Include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.   | Review bid document for inclusion of this provision.  | Tech Specs, Paragraph 03, Section 7-31 - Page 119 (Agreement incorporation by Reference Paragraph 9 - Page 26)                                  |
| 13. Equipment Rental Rates   | 2 CFR 200 Subpart E<br>23 CFR 635.106<br>48 CFR 31<br>23 CFR 635.120  | Develop procedure based on 48 CFR 31 and include in bid document.   | Review bid document for inclusion of the proper payment provision for rental equipment.   | Tech Specs, Paragraph 03, Section 4-3 - Page 107 (Agreement incorporation by Reference Paragraph 9 - Page 26)                                   |
| 14. FHWA Form 1273   | 23 CFR 633<br><br>FDOT SP0070101  | Must physically incorporate in all contracts and subcontracts. May not be altered from the published version that can be obtained at: <a href="http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf">http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf</a> . Include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.   | Review final contracts for inclusion of FHWA Form 1273.   | Agreement, Paragraph 3.3 - Page 20  |

## LOCAL AGENCY PROGRAM CHECKLIST FOR CONSTRUCTION CONTRACTS

| Requirement  | Reference                                     | Local Agency Responsibilities   | District Monitoring Responsibilities   | Requirement Location  |
|--|---|---|--|---|
| 15. Foreign Contractor and Supplier Restriction                    | 49 CFR 30                                     | Proposal may not limit project to domestic-owned contractors only.  | Review bid document to ensure compliance.  | Not included  |
| 16. Incentive/ Disincentive Clauses                                | 23 CFR 635.127(d,f)<br>FDOT CPAM 1.2.7        | Develop procedure based on 23 CFR 635.127 and include in bid document (if Local Agency elects to use Incentive/ Disincentive). May use Section 1.2.7 of FDOT CPAM as a guide in this development.   | Review bid document to ensure procedure was followed, if Local Agency elects to use Incentive/ Disincentive. | Not included  |
| 17. Indemnification and Insurance                                  | LAP Agreement, Section 15                     | Include indemnification provision as required by Section 15.c. of the <a href="#">LAP Agreement</a> (FDOT Form No. 525-010-40).<br><br>Include provisions for insurance requirements as stated in the LAP Agreement Section 15.<br><br>Provide notice of compliance in the bid documents and include in the final contract.   | Review bid document and contract to ensure inclusion of the provisions.                                      | Agreement, Paragraphs 8 and 10 - Page 24 and 26   |
| 18. Indian Preference on Federal-Aid Projects (Labor & Employment) | 23 CFR 635.117                                | If utilized, ensure FDOT obtains FHWA approval of provision complying with 23 CFR 635.117.  | Verify provisions meet federal requirements.   | Not included  |
| 19. Inspector General  | LAP Agreement Section 17.o.<br>20.055(5) F.S. | The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes. “(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.” | Review bid document and contract for inclusion of provision.   | Tech Specs, Paragraph 03, Section 3-8 - Page 107 (Agreement incorporation by Reference Paragraph 9 - Page 26)   |
| 20. Liquidated Damages   | 23 CFR 635.127<br>FDOT Std Spec 8-10.2        | To use FDOT approved rates include FDOT’s Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page. Or the agency may develop rates based on 23 CFR 635.127 and include in contract provisions with FDOT approval.   | Ensure that rates are included in the bid proposal.  | Agreement, Paragraph 4.2 - Page 21 and Tech Specs, Paragraph 03, Section 8-10 - Page 124 (Agreement incorporation by Reference Paragraph 9 - Page 26) |
| 21. Lobbying Certification   | 49 CFR 20<br>23 CFR 635.112(g)                | The Local Agency shall include certification in bid documents. Local Agency may use <a href="#">FDOT Form #375-030-33</a> and <a href="#">FDOT Form #375-030-34</a> . Executed certification must also be uploaded to LAPIT with final contract package.  | Review bid document for inclusion of the provision and certifications.                                       | ITB, Paragraph 3.2 - Page 6   |

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|---|--|---|---|---|
| 22. Local/State Hiring Preference                     | 23 CFR 635.117<br>255.0991 F.S.<br><br>LAP Agreement, Section 17.p.<br><br>23 CFR 635.112(d) | Do not allow. Examples of preference programs include: in-state or local business; location of contractor; limitations in purchasing of materials; use of disadvantaged, minority or small business enterprises; local economic development hiring practices or programs; targeted hiring practices or programs (e.g. homeless, welfare-to-work, veterans); or exclusionary business preferences not based on federal sanctions.<br><br>Local preference must not be applied in a tie-breaking scenario in the event of identical bids. | Review bid document to ensure exclusion of any local hiring preference.                           | Not included  |
| 23. Method of Construction (or Method of Bidding)     | 23 CFR 635.104 &<br>23 CFR 635.114(a)  | The method of bidding shall be included in the project specifications. Local Agency shall certify that projects will be awarded to the lowest responsive responsible bidder or per the FDOT approved alternative contracting method identified.   | Review bid document to verify compliant bidding process.  | ITB, Paragraph 5.1 - Page 13  |
| 24. Non-Collusion Provision                           | 23 CFR 635.112(f)  | The Local Agency shall include certification in bid documents. Local Agency may use <a href="#">FDOT Form #575-060-13</a> . Executed certification must also be uploaded to LAPIT with final contract package.  | Review bid document for inclusion of the provision and certification.                             | ITB, Paragraph 3.2 - Page 6   |
| 25. Off-site Storage and Staging Areas                | 50 CFR § 402;<br>23CFR § 774;<br>36 CFR § 800<br><br>FDOT Std Specs 7-1.4 and 7-1.8          | Local Agency must ensure compliance of the Contractor's proposed staging/storage area with the Endangered Species Act, Section 4F and Section 106 of the Code of Federal Regulations. Required Sections 7-1.4 and 7-1.8 of FDOT's Division I Standard Specification are included in FDOT's Division 1 specification package for Local Agencies on the FDOT <a href="#">Specs on the Web</a> page.   | Review the bid documents for inclusion of the applicable Sections of the Standard Specifications. | Tech Specs, Paragraph 03, Section 7-1.4 and 7-1.8 - Page 116 (Agreement incorporation by Reference Paragraph 9 - Page 26) |
| 26. On the Job Training                               | 23 CFR 230<br><br>FDOT Std Spec 7-25   | OJT is required on Federal-Aid Highway Program projects 275 days or more and \$2 million. Include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.   | Review bid document for inclusion of the provision as applicable.                                 | Tech Specs, Paragraph 03, Section 7-25 - Page 119 (Agreement incorporation by Reference Paragraph 9 - Page 26)            |
| 27. Owner Force Account/ Cost-Effective Justification | 23 CFR 635B under 635.205<br><br>255.20 F.S.   | Owner Force Account contracting is not allowed without first submitting a finding of cost-effectiveness. This must be approved by the District LAP Administrator.   | Review bid document to ensure exclusion of provision or provide FDOT approval date.               | Not included  |
| 28. Patented/ Proprietary/Sole Sourced Materials      | FDOT Design Manual 110.4.1<br><br>337.02 F.S.  | Patented, proprietary or sole sourced products or processes may be used when approved in accordance with the FDOT Design Manual (FDM) 110.4.1.  | Review bid document for inclusion or exclusion of proprietary products as applicable.             | Not included  |

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|--|--|---|--|--|
| 29. Prequalification Programs for Contractors              | 23 CFR 635.110<br><br>337.14 F.S.<br>255.20 F.S.<br><br>Chapter 14-22, F.A.C.<br><br>FDOT Spec 2-1 | LAP Classification A, B, & C projects: Include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT Specs on the Web page, requiring use of FDOT prequalified contractors. LAP Classification D projects may use Local Agency or FDOT prequalified contractors. Local Agency must use consistent qualifications and application of standards. FDOT prequalified contractor is not required on all LAP project classifications when the contract value is under \$250,000. | Review bid document for inclusion of FDOT pre-qualification and identification of major and/or minor work types <u>OR</u> review bid document for Local Agency qualifications relevant to project scope. | ITB, Paragraph 1.5 - Page 3  |
| 30. Prevailing Minimum Wage                                | 23 USC 113<br><br>23 CFR 633A<br><br>FDOT SP0071600<br><br>FHWA 1273                               | Include latest Davis-Bacon wage table(s) in the contract and FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page. Current wage tables may be obtained at: <a href="http://www.fdot.gov/construction/wage.shtm">http://www.fdot.gov/construction/wage.shtm</a> or <a href="http://www.wdol.gov">http://www.wdol.gov</a> .<br>Ensure compliance with FHWA 1273.  | Review bid document for reference to wage rates and final contracts for the applicable wage rate table(s).   | Agreement, Paragraph 3.4 - Page 20   |
| 31. Progress Payments/Estimates                            | 23 CFR 635.122<br><br>FDOT Std Spec 9-5  | Develop contract language to ensure that payments are based on work completed, this may include stockpiled materials or include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.   | Review bid document for inclusion of the provision.  | Agreement, Paragraph 29 - Page 44  |
| 32. Prohibition Against Convict Produced Materials         | 23 CFR 635.417<br><br>FDOT Std Spec 6-5.1  | Develop contract language to prohibit the use of convict-produced materials or include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.  | Review bid document for inclusion of the provision.  | Tech Specs, Paragraph 03, Section 6-5.1 - Page 115 (Agreement incorporation by Reference Paragraph 9 - Page 26)  |
| 33. Public Agencies in Competition with the Private Sector | 23 CFR 635.112(e)  | Do not allow  | Review bid document to ensure exclusion of the provision.  | Not included   |
| 34. Publicly-Owned Equipment                               | 23 CFR 635.106   | Do not allow  | Review bid document for exclusion of the provision.  | Not included   |
| 35. Standardized Changed Conditions Contract Clauses       | 23 CFR 635.109<br><br>FDOT Std Specs 4-3 and 5-12  | Develop contract language to ensure that the requirements of 23 CFR 635.109 are met or include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.  | Review bid document for inclusion of the provision.  | Agreement, Paragraphs 24-26 - Page 41 and Tech Specs, Paragraph 03, Sections 4-3 and 5-12- Page 107 and 111 (Agreement incorporation by Reference Paragraph 9 - Page 26) |

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|---|--|--|--|---------------------------------------|
| 36. State (Florida or other) produced materials         | 23 CFR 635.409   | Do not allow. Preference programs mandating materials purchasing requirements or restrictions are not allowed.   | Review bid document for exclusion of state or locally produced materials preferences.  | Not included                          |
| 37. State/ Local Owned/ Furnished/ Designated Materials | 23 CFR 635.407   | Do not use unless there is a public interest finding approved by FDOT (if specified in the bid document). Local Agency tax savings programs are generally not allowed for federal projects.  | Review bid document for exclusion of materials furnished by Local Agency   | Not included                          |
| 38. Subcontracting                                      | 23 CFR 635.116<br>FDOT Std Spec 8-1<br>23 CFR 635.112(g) | FHWA 1273 requires the prime contractor to perform 30% of work on NHS projects. FDOT requires the prime to perform 40% of work on the SHS per Std Spec 8-1. Develop contract language to meet the requirements for NHS and SHS projects or include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.   | Review bid document for inclusion of the provision that does not conflict with FHWA 1273.  | ITB Paragraph 3.6 - Page 8            |
| 39. Suspension and Debarment                            | 49 CFR 29  | <p>The Local Agency shall include certification in bid documents. Local Agency may use <a href="#">FDOT Form # 375-030-32</a>.</p> <p>Local Agency will need to verify status for all contractors and subcontractors utilizing the federal and state web applications:<br/><a href="https://beta.sam.gov/">https://beta.sam.gov/</a><br/><a href="http://www.fdot.gov/construction/legal/NewSuspension.shtm">http://www.fdot.gov/construction/legal/NewSuspension.shtm</a></p> <p>The agency may use <a href="#">FDOT Form # 375-030-91</a> or use their own method (screenshots, etc.) for verifying that contractors and subcontractors are eligible for contract award.</p> | Review bid document for inclusion of provision and form. Verify low bid contractor and subcontractor are not excluded from state or federal contract awards. | ITB Paragraph 3.2 - Page 6            |
| 40. Termination of Contract                             | 23 CFR 635.125   | Develop contract language for termination for cause, convenience, and legal remedies for default or breach and include in the bid document.  | Review bid document for inclusion of the provision.  | Agreement, Paragraphs 34-36 - Page 49 |
| 41. Time Extensions                                     | 23 CFR 635.121<br>FDOT Std Spec 8-7.3.2                  | Develop contract language for how time extensions will be allowed or include FDOT's Division 1 specification package for Local Agencies in the bid document located on the FDOT <a href="#">Specs on the Web</a> page.   | Review bid document for inclusion of the provision.  | Agreement, Paragraph 26 - Page 41     |

## LOCAL AGENCY PROGRAM CHECKLIST FOR CONSTRUCTION CONTRACTS

| Requirement          | Reference      | Local Agency Responsibilities   | District Monitoring Responsibilities  | Requirement Location              |
|----------------------|----------------|---|---|-----------------------------------|
| 42. Warranty Clauses | 23 CFR 635.413 | <p>Warranty provisions on a NHS project must be approved by FHWA. Warranty provisions on the SHS must not conflict with FDOT Standard Specifications. General condition warranties for an entire project are not allowed on the NHS or SHS. Items of maintenance, warranty bonds, or maintenance bonds are <b>not</b> eligible for federal projects and shall not be participating costs. Transfer of product warranties is allowed.</p> <p>LAP Classification D projects may use the local agency warranty provisions. Warranties should be for a reasonable period of time and not require routine maintenance by the contractor. It is recommended that warranties be specific to the quality of workmanship, materials, or other tasks or features of the project under the contractor's control.</p> | Review bid document for warranty clauses. Remove all general condition warranty clauses from PS&E Package on NHS. | Agreement, Paragraph 28 - Page 43 |

Local Agency: I hereby certify that the above mentioned LAP project construction contract documents contain the provisions set forth in this checklist.

City Manager

\_\_\_\_\_  
Signature  
Lee R. Feldman, ICMA-CM

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

District LAP Administrator/Designee: I hereby certify that the above mentioned LAP project construction contract documents contain the provisions set forth in this checklist.

District Local Programs Administrator

\_\_\_\_\_  
Signature  
Amy Roberson

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date



**Procurement Division**  
**200 E University Avenue, Rm 339**  
**Gainesville, FL 32601**  
 (352) 334-5021(main)  
 Issue Date: 4/2/2021

**INVITATION TO BID: # PWDA-210036-MS**  
**SW 27<sup>th</sup> Street Multi-Use Path (LAP 433989-1-58-01)**

**PRE-BID MEETING:**     Non-Mandatory     Mandatory     N/A     Includes Site Visit  
**DATE:** N/A    **TIME:** N/A  
**LOCATION:** N/A

Legal ad (Gainesville Sun) publish date: April 4 2021

**QUESTION SUBMITTAL DUE DATE:** April 23 2021

**DUE DATE FOR UPLOADING BID RESPONSE:**    **May 3 3:00 PM**

**SUMMARY OF SCOPE OF WORK:** Asphalt path and sidewalk construction with related incidental work on SW 27<sup>th</sup> Street in Gainesville, FL

For questions relating to this bid, contact: Melanie Sowers at [sowersma@cityofgainesville.org](mailto:sowersma@cityofgainesville.org)

Bidder is not in arrears to City upon any debt, fee, tax or contract:     Bidder is NOT in arrears     Bidder IS in arrears  
 Bidder is not a defaulter, as surety or otherwise, upon any obligation to City:     Bidder is NOT in default     Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer:    Addenda received (list all) # \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

DBA: \_\_\_\_\_

Authorized Representative Name/Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_    FEIN: \_\_\_\_\_

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

Mailing Address (if different): \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_    Fax: (\_\_\_\_\_) \_\_\_\_\_

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

- Bid is in full compliance with the Specifications.
- Bid is in full compliance with specifications except as specifically stated and attached hereto.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**SIGNER'S PRINTED NAME:** \_\_\_\_\_    **DATE:** \_\_\_\_\_

# PART 1 – INVITATION TO BID INFORMATION

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Thank you for your interest in working with the City of Gainesville.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

|  |          |
|--|----------|
| Bid Cover Page.....                          | Page 1   |
| Part 1 – Invitation To Bid Information ..... | Page 2   |
| Part 2 – Scope Of Work/Specifications .....  | Page 5   |
| Part 3 – How To Submit A Bid.....            | Page 6   |
| Part 4 – Bid Form .....                      | Page 9   |
| Part 5 – Award .....                         | Page 13  |
| Part 6 – General Information .....           | Page 15  |
| Part 7 – Contract Terms And Conditions ..... | Page 18  |
| Part 8 – Exhibits .....                      | Page 85  |
| Part 9 – No Bid Survey.....                  | Page 103 |

## 1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar ([www.demandstar.com](http://www.demandstar.com)). **The City has transitioned from accepting hard (paper) copy submittals to accepting submittals through “E-Bidding” on DemandStar.com. In order to submit a bid response to this solicitation the bidder must be registered with DemandStar.**

It is the responsibility of the bidder to monitor DemandStar. Properly registered bidders can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

## 1.2 PRE-BID MEETING/QUESTIONS/CLARIFICATIONS

If scheduled (refer to Bid Cover Page), attending a pre-proposal meeting is strongly recommended as the project’s scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

NOTE: For a bidder’s attendance of a mandatory pre-proposal meeting to count, the bidder must sign-in before the Procurement Specialist calls the end of that meeting. If the bidder is not signed in by that time, they will be disqualified from bidding on the project. If the mandatory pre-proposal meeting also includes a required site visit, then bidder must sign in, both at the pre-proposal meeting, and again at the end of the site visit, in order to have their attendance count and not be disqualified from submitting a proposal.

***NOTE: Failure to attend a mandatory pre-proposal meeting will result in disqualification of your proposal.***

If special accommodations are needed in order to attend a pre-bid meeting or a bid opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

### **\*\*\*IMPORTANT NOTICE REGARDING BID OPENING\*\*\***

The scheduled bid opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required. However, to join the bid opening you must register.

### Join Zoom Meeting

<https://us02web.zoom.us/j/87162859372?pwd=N24wRDc0Q1JOVGJGeXBZyU1Nbdj6dz09>

Meeting ID: 871 6285 9372

Passcode: x2BCL7

One tap mobile

+16465588656,,87162859372#,,,,\*754286# US (New York)

+13017158592,,87162859372#,,,,\*754286# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 871 6285 9372

Passcode: 754286

Find your local number: <https://us02web.zoom.us/u/kewJcCz2Tj>

### 1.3 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.**

### 1.4 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.3) on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement Division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the ITB, which allows for immediate submittals to the City of Gainesville Procurement Division for an Invitation for Bid and the time the City Officials and Employee awards the contract.

### 1.5 MINIMUM QUALIFICATIONS

The response to the minimum qualification requirements should address each of the qualifications set out in the section this section. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

Bids will only be considered from firms normally engaged in providing and performing services specified herein. Bidders shall be required to show that they have had experience in construction work of the same or similar nature and that their organization has been in formal existence and engaged in a similar type work for not less than five (5) years. If bidder organization does not meet the five (5) year requirement you are required to show the project team (project manager and superintendent or owner) for this project has experience in not less than Project Manager insert number of five (5) years for each individual. (Complete and submit with your bid the attached Project Manager and Superintendent or Owner's Experience form).

All bidders shall be certified by the Florida Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administration Code in the major work class "FLEXIBLE PAVING" or "SIDEWALKS".

Bidders shall submit the LAP Certification of Current Capacity form provided in Part 8. Bidders that do not have current capacity to perform the work detailed in the solicitation will not be further considered.

#### **1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS**

The specific qualifications of bidders for this specific Invitation to Bid are included above. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the bid evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a response constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any bidder who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

#### **1.7 RESPONSIVENESS OF BID**

Each bid response will be reviewed to determine if the bid response is responsive to the submission requirements outlined in the ITB. A responsive bid is one which follows the requirements of the ITB, includes all required documentation, is submitted in the format outlined in the ITB, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

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## **PART 2 – SCOPE OF WORK/SPECIFICATIONS**

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### **2.1 GENERAL DESCRIPTION**

It is the intent of the City of Gainesville to obtain bid responses for the construction of a multi-use path on SW 25<sup>th</sup> Terrace/SW 40<sup>th</sup> Place/SW 27<sup>th</sup> Street from Williston Rd (SR 331) to SW 35<sup>th</sup> Place including related incidental work.

### **2.2 SCOPE OF WORK/SPECIFICATIONS**

The detailed scope of work is outlined in the documents provided in Demandstar under this solicitation including but not limited to the construction plans & drawings, utility work schedules, permits and bid addendums. The scope of work is further outlined in the Agreement provided in Part 7, which details the terms & conditions and specifications for the work. The awarded bidder shall execute an Agreement that meets the term, conditions and specifications provided in the Agreement. All work shall be done in accordance with this solicitation and in accordance with the aforementioned Agreement.

### **2.3 ELIGIBILITY OF EQUIPMENT OR MATERIALS**

When a particular manufacturer's name and catalog number "or equivalent" is specified, consideration will be given to other manufacturers. The term "or equivalent" shall be defined to mean of similar design and performance characteristics. If a product is being bid as an equivalent, complete technical data necessary to properly evaluate such product shall be submitted with the bid.

The City reserves the right to request additional data after the bid is opened and prior to the award. Failure to supply data necessary to properly evaluate a product will constitute sufficient reason for rejection of the bid.

All information specifically requested by this Solicitation shall be furnished attached to the bid. Failure to do so may invalidate the bid.

### **2.4 EXAMINATION OF SITE**

Before submitting the bid proposal, it shall be the bidder's responsibility to visit the site of the proposed scope of work and familiarize the bidder with the nature and extent of the work and any local conditions, either surface or subsurface, that may in any way affect the work to be done and the equipment, materials and labor required. The bidder shall also thoroughly examine all documents related to this solicitation to inform the bidder regarding any and all conditions and requirements that may in any manner affect the work to be performed under the award of this solicitation. Failure to do so will not relieve the awarded bidder of complete performance the scope of work.

### **2.5 QUALITY**

All materials shall be new. In no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

### **2.6 PERMITS, APPLICATION, LICENSE FEES & COMPLIANCE**

The awarded vendor shall obtain and pay for all necessary permits, permit application fees license or any fees required to complete the scope of work in accordance with this solicitation. Each bidder shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in this solicitation. The bidder is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the bidder will in no way relieve it of responsibility

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## PART 3 – HOW TO SUBMIT A BID

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### 3.1 HOW TO SUBMIT A BID

**The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project.** The bidder's complete pdf response being uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals.

Upload the bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

### 3.2 HOW TO ASSEMBLE YOUR BID

The following documents and forms must accompany any offer submitted, and will be the basis for review and award. A submittal without these documents may be deemed non-responsive. The City reserves the right to request all other missing forms and additional information from any bidder prior to award. *Please do not include items that are not specifically requested.*

- Completed Bid Cover Page
- Bid Form - (Leave no blanks; indicate N/A or No Bid where applicable)
- Drug-Free Workplace Form
- Bidder Verification Form
- Customer History
- Bidder's W-9
- Proof of Bidder's Insurability (refer to Part 7, Paragraph 8)
- Copy of any applicable, current licenses and/or certification required by City/County/State
- Documentation of Compliance with Minimum Qualifications
- Exceptions to the ITB (refer to Part 6, 6.2 Deviations)
- Proposed Subcontractor's Form
- Responsible Agent Form
- Project Manager and Superintendent or Owner's Experience form (if required as specified in Section 1.5)
- LAP Certification of Current Capacity – FDOT form 525-010-46
- Non-Collusion Declaration and Compliance with 49 CFR 29 – FDOT form 575-060-13
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts – FDOT form 375-030-33
- Disclosure of Lobbying Activities – FDOT form 375-030-34
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – FDOT form 375-030-32
- Bid Opportunity List – FDOT form 375-040-62
- DBE Bid Package Information – FDOT form 275-030-11 – Comply with page 1 of 2 only.

The bid response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the response, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a response by a bidder will be considered by the City as constituting an offer by the bidder to perform the required services at the stated fees.

### 3.3 DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of

public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
  - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
  - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
  - a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
  - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
  - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
  - d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
  - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.
  2. Upload a pdf version response of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City's evaluators will be provided with the complete proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

**3.4 ONLY ONE BID**

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any Bidder has a financial interest in more than one submission under this bid, all bids in which such Bidder has a financial interest will be rejected. The City considers a financial interest to include, but not be limited, to joint ventures, partnerships, and identified subcontractors.

**3.5 FULLY INFORMED BIDDER**

A Bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A Bidder shall not expect to secure relief on the plea of error.

**3.6 SUBCONTRACTORS**

The bidder shall self-perform a minimum of 40% of the total dollar bid amount as the prime contractor. Bidder shall notify the City of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form, provided in Part 8. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the City. Bidders shall provide the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the subcontracts.

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## PART 4 – BID FORM

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**Bid # PWDA-210036-MS – SW 27<sup>th</sup> Street Multi-Use Path (LAP 433989-1-58-01)**

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

The bidder hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, and that he has examined the plans, specifications, agreement and all documents related to the above referenced solicitation for the work and comments hereto attached. The Bidder further declares that the only persons, company or parties interested in this Bid or the Agreement to be entered into, as principals, are named herein; that this Bid is made without connection with any other person, company or parties making a Bid; and it is in all respects fair and in good faith and without collusion or fraud.

The Bidder proposes and agrees, if this Bid is accepted, to contract with City of Gainesville, Florida, through the City Commission, , in the form of Agreement specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid Solicitation for: PWDA-210036-MS - SW 27<sup>th</sup> Street Multi-Use Path (LAP 433989-1-58-01) to furnish the prescribed Performance and Payment Bond for not less than one hundred percent (100%) of the bid price; and to furnish the required evidence of the specified insurance.

The undersigned agrees to commence work as set forth in the Notice to Proceed and to reach substantial completion within 120 calendar days from the date on which work commences with final completion within 30 calendar days thereafter. If the Contractor fails to complete the work within the specified time, the Contractor agrees to pay the City liquated damaged in the amounts specified in the Agreement.

Attached is a list of similar projects and a list of Subcontractors as covered in the Instructions to Bidders.

The Bidder agrees to accept in full compensation for each item the prices named in the schedule incorporated herein and attached as “Bid Schedule”. The Bidder understands that the quantities shown on the “Bid Schedule” are approximate only and subject to increase or decrease. Should they be increased or decreased, work will be performed at the unit price bid herein. Actual quantities will be determined upon completion of the work.

**Bid # PWDA-210036-MS - SW 27<sup>th</sup> Street Multi-Use Path (LAP 433989-1-58-01)**

**4.1 BID FORM/PAY ITEM LIST**

| ITEM NO. | FDOT Pay Item No. | DESCRIPTION  | EST QUANTITY | UNIT | UNIT PRICE | AMOUNT BID (EXT TOTAL) |
|----------|-------------------|--|--------------|------|------------|------------------------|
| 1        | 101-1             | MOBILIZATION   | 1            | LS   |            |                        |
| 2        | 102-1             | MAINTENANCE OF TRAFFIC                                       | 1            | LS   |            |                        |
| 3        | 104-CITY          | PREVENTION, CONTROL & ABATEMENT OF EROSION & WATER POLLUTION | 1            | LS   |            |                        |
| 4        | 104-10-3          | SEDIMENT BARRIER   | 274          | LS   |            |                        |
| 5        | 104-18            | INLET PROTECTION SYSTEM                                      | 6            | EA   |            |                        |
| 6        | 107-CITY          | MOWING   | 6            | AC   |            |                        |
| 7        | 110-1-1           | CLEARING & GRUBBING  | 1.77         | AC   |            |                        |
| 8        | 110-2-2           | SELECTIVE CLEARING & GRUBBING                                | 0.28         | AC   |            |                        |
| 9        | 120-1             | REGULAR EXCAVATION   | 433          | CY   |            |                        |
| 10       | 120-6             | EMBANKMENT   | 609          | CY   |            |                        |
| 11       | 160-4             | TYPE B STABILIZATION   | 2810         | SY   |            |                        |
| 12       | 285-704           | OPTIONAL BASE GROUP 04                                       | 2437         | SY   |            |                        |
| 13       | 327-70-1          | MILLING EXISTING ASPHALT PAVEMENT, 1"                        | 123          | SY   |            |                        |
| 14       | 334-1-13          | SUPERPAVE ASPHALTIC CONCRETE                                 | 260          | TN   |            |                        |
| 15       | 400-0-11          | CONC CLASS NS, GRAVITY WALL                                  | 3            | CY   |            |                        |

| ITEM NO. | FDOT Pay Item No. | DESCRIPTION   | EST QUANTITY | UNIT | UNIT PRICE | AMOUNT BID (EXT TOTAL) |
|----------|-------------------|---|--------------|------|------------|------------------------|
| 16       | 425-1-531         | INLETS, DITCH BOTTOM, TYPE C MODIFIED, BACK OF SIDEWALK, <10' | 1            | EA   |            |                        |
| 17       | 425-1-541         | INLETS, DITCH BOTTOM, TYPE D, <10'                            | 2            | EA   |            |                        |
| 18       | 425-3-41          | JUNCTION BOX, DRAINAGE, P-7, <10'                             | 2            | EA   |            |                        |
| 19       | 430-174-124       | PIPE CULVERT, ROUND, 24" RCP                                  | 149          | LF   |            |                        |
| 20       | 430-174-218       | PIPE CULVERT, ELLIP, 18" RCP                                  | 168          | LF   |            |                        |
| 21       | 430-963-1         | PVC PIPE FOR BACK OF SIDEWALK, 4"                             | 82           | LF   |            |                        |
| 22       | 430-984-129       | MITERED END SECTION, 24" SD                                   | 1            | EA   |            |                        |
| 23       | 430-984-625       | MITERED END SECTION, 18" ELLIP SD                             | 5            | EA   |            |                        |
| 24       | 515-2-311         | PED/BIKE RAIL, ALUM, 42" TYPE 1                               | 33           | LF   |            |                        |
| 25       | 520-1-10          | CURB & GUTTER, TYPE F   | 526          | LF   |            |                        |
| 26       | 520-2-4           | CURB, TYPE D  | 35           | LF   |            |                        |
| 27       | 522-1             | CONCRETE SIDEWALK & DRIVEWAYS, 4"                             | 510          | SY   |            |                        |
| 28       | 522-2             | CONCRETE SIDEWALK & DRIVEWAYS, 6"                             | 135          | SY   |            |                        |
| 29       | 527-2             | DETECTABLE WARNINGS   | 270          | SF   |            |                        |
| 30       | 570-1-2           | SOD   | 5628         | SY   |            |                        |
| 31       | 700-1-11          | SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF               | 5            | AS   |            |                        |
| 32       | 700-1-50          | SINGLE POST SIGN, RELOCATE                                    | 2            | AS   |            |                        |

| ITEM NO.         | FDOT Pay Item No. | DESCRIPTION  | EST QUANTITY | UNIT | UNIT PRICE | AMOUNT BID (EXT TOTAL) |
|------------------|-------------------|--|--------------|------|------------|------------------------|
| 33               | 700-1-60          | SINGLET POST SIGN, REMOVE                                | 3            | AS   |            |                        |
| 34               | 711-11-123        | THERMOPLASTIC, STD, WHITE SOLID, CROSSWALK               | 770          | LF   |            |                        |
| 35               | 711-11-125        | THERMOPLASTIC, STD, WHITE SOLICE, STOP BAR/CROSSWALK 24" | 80           | LF   |            |                        |
| 36               | 0710-3            | THERMOPLATIC, PREFORMED, WHITE, SOLID, 24", CROSSWALK    | 163          | LF   |            |                        |
| TOTAL AMOUNT BID |                   |  |              |      |            |                        |

List of Unit Abbreviations:

|                 |                     |                              |
|-----------------|---------------------|------------------------------|
| SY Square Yards | GL Gallons          | SD Side Drain                |
| LS Lump Sum     | MG Thousand Gallons | ED Each Day                  |
| CY Cubic Yards  | GM Gross Miles      | CD Cross Drain               |
| EA Each         | LF Linear Feet      | AC Acre                      |
| TN Tons         | NM Net Miles        | RCP Reinforced Concrete Pipe |
| HR Hour         | AS Assembly         | PI Per Intersection          |

Note: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, OR MATERIALS FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE MAY BE ADJUSTED UPON AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE AND BASED UPON BID PRICES.

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## PART 5 – AWARD

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### 5.1 AWARD OF CONTRACT

The awards of a contract and/or purchase shall be to the lowest responsive, responsible bidder.

A responsive bidder is one that provides all requested information, certifications, product information and pricing. A responsible bidder is one that has demonstrated through the past performance and the requested documentation that they have the resources and financial capability to provide the products/services identified by the City via this Invitation to Bid.

The City may reject a bid based upon past performance of a bidder. In determining the lowest responsive, responsible bidder the City will consider, but not be limited to, the items listed below:

- Price,
- The ability of the bidder to successfully carry out a proposed contract,
- Past performance (including reference checks), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability,
- Current litigation pending between bidder and City,
- All debts owed to City have been paid,
- Bidder has all required licenses,
- Bidder is authorized to do business in Florida (registered in SunBiz),
- The number and scope of conditions and/or exceptions attached to the bid,
- Proposed subcontractors
- Project Manager and Superintendent or Owner's Experience (if required as specified in Section 1.5)
- Bidders Current LAP Capacity

The City reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work. If, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

In the event the successful Bidder fails to execute the Contract, the City may then accept the bid of the next lowest responsive, responsible bidder or re-advertise the bid. If the bid of the next best Bidder is accepted, this acceptance shall bind such Bidder as though he were the original successful Bidder. City reserves the right to pursue such remedies as provided by law for Bidder's failure to execute the Contract.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the lowest, responsive and responsible Bidder whose bid is determined by the City to be in its best interest.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

### 5.2 TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; and (2) coin toss.

### 5.3 DRUG-FREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

### 5.4 CONTRACT

The Contract to be entered into with the successful bidder will designate the successful bidder as the City's Contractor. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 7.

#### **5.5 BID PROTEST**

Participants in this solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

#### **5.6 ITB POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the bid responses received as a result of this ITB. See Section 41-444 [Financial Services Procedures Manual](#).

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## PART 6 – GENERAL INFORMATION

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### 6.1 PURCHASES BY OTHER AGENCIES (“PIGGYBACKING”)

All bidders submitting a response to this solicitation agree that such response also constitutes a bid to all state agencies, municipalities and political subdivisions of the state of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This provision in no way restricts or interferes with any state agency, municipality or political subdivision to rebid any or all items.

### 6.2 DEVIATIONS

Any deviation from the specifications must be explained in detail on sheets attached to the Bid Form and labeled “Clarifications and Exceptions”, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful bidder will be held responsible for meeting the Specifications. If bidder wishes its Standard Terms and Conditions to be considered as part of its bid, such terms and conditions must be made part of the “Clarifications and Exceptions”. The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsive responsible bidder whose bid is determined by the City to be in its best interest.

**NOTE: Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline or proposals are due, so that based upon the City’s response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.**

### 6.3 ACCEPTANCE OF TERMS

Acceptance of the Contract, Specifications, terms and conditions is a mandatory aspect of being considered responsive. Bidders wanting to challenge any of the Contract, Specifications, terms and conditions or question alternatives to any Specifications listed herein must do so in writing prior to the deadline for submitting questions. If the City does not authorize a change prior to bid closing via addendum, the Contract, Specifications and terms and conditions stand; any counter-proposal on Contract, Specifications, or terms and conditions, will be rejected, as will the bid.

### 6.4 BIDDER’S DECLARATION AND UNDERSTANDING

The bidder, declares that the only person or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this contract.

The bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The bidder further declares that it has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid. Bidder further declares that any deviation from the specifications are explained on separate sheets labeled Clarifications and Exceptions attached to this Bid Form and that each deviation is itemized by number and specifically refers to the applicable specification paragraph and page.

### 6.5 DISADVANTAGE BUSINESS ENTERPRISE PROGRAM

Take possession of the Florida Department of Transportation’s Form 275-030-11, Page 1 of 2 only, provided in Part 8 of this solicitation. Comply with the condition provided and the bidder shall incorporate all requirements in the bidder’s price proposal.

### 6.6 NON-WARRANTY OF INVITATION TO BID

Due care and diligence have been used in preparing this solicitation, The City does not guarantee that the conditions described within this solicitation are the conditions that will be found in the field when actual construction is commenced. The City shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.

## **6.7 FEDERAL-AID REQUIREMENTS & CERTIFICATIONS**

Take possession of and comply with all Florida Department of Transportation forms listed Part 3.2 and provided in Part 8. All requirements shall be included in the bidder's bid proposal. Bidders shall execute all required certifications. Failure to submit any of the required forms may deem the bidder non-responsive.

## **6.8 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED**

By submitting this bid response, bidder agrees that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

## **6.9 PUBLIC ENTITY CRIME INFORMATION STATEMENT**

For your information, Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

## **6.10 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES**

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

## **6.11 TAXES, CHARGES AND FEES**

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

## **6.12 COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bid responses to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

## **6.13 RULES; REGULATIONS; LICENSING REQUIREMENT**

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

## **6.14 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT**

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender

identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equal Opportunity](#).

#### **6.15 INTERPRETATION OF ESTIMATED QUANTITIES**

The estimated quantities of work to be done and materials to be furnished under this solicitation, given in the bid form, shall be considered as approximate only and shall be used solely for the comparison of Bids received. The City does not guarantee that the quantities represented will be the actual quantities required for completion of the work, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the work. Payment to the awarded bidder shall be made only for the actual quantities of work performed or materials furnished in accordance with the plans and the final Agreement, and it is understood that the quantities may be increased or decreased as provided in the Agreement without invalidating any of the unit or lump sum prices bid.

#### **6.16 SUBCONTRACTS**

With the bid proposal, the successful bidder will have submitted to the City, for acceptance, a list of the names of proposed Subcontractors (see Proposed Subcontractors Form – Part 8 – Exhibits). Prior to the execution and delivery of the Agreement, the City will notify the successful Bidder in writing if either the City, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the City to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the City to reject work, material or equipment that is either defective or not in conformance with the requirements of the Agreement.

If prior to the execution and delivery of the Agreement, the City has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either (i) submit an acceptable substitute without an increase in his Bid price, or (ii) withdraw his Bid and forfeit any Bid security. If, after the execution and delivery of the Agreement, the City refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute, the Contract Amount shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No such increase in the Contract Amount shall be allowed if the disputed Subcontractor was not identified on the Subcontractor list submitted prior to award of the Agreement.

#### **6.17 RESPONSIBLE AGENT**

The bidder shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, notices or contracts between the City and the bidder. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the bidder.

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# PART 7 – CONTRACT TERMS AND CONDITIONS

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## CONSTRUCTION AGREEMENT

**BID NO. PWDA-210036-MS - PROJECT NO. PW3072-0-EN-SW-RW**

**SW 27<sup>th</sup> STREET MULTI-USE PATH (LAP 433989-1-58-01)**

**THIS AGREEMENT** entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between, <VENDOR NAME> (“Contractor”) and City of Gainesville, Florida, a Florida municipal corporation (“City”). Collectively, the City and Contractor are hereinafter referred to as the “Parties”.

### **WITNESSETH:**

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1 **THE WORK.** The Contractor shall furnish all labor, material, equipment, and services covered by all documents attached as exhibits and incorporated by reference in this Agreement, hereinafter collectively referred to as “Contract Documents”, which shall include all necessary work and all work incidental thereto (the “Work”). All Work shall be performed and completed in accordance with the Contract Documents. The Contract Documents are made part of this Agreement as set forth herein. Receipt of the Contract Documents are herein acknowledged by the Contractor.

2 **CONTRACT PRICE.**

2.1 The Work includes both Lump Sum and Unit Price pay items. For performing the Work, the Contractor shall be paid a sum that SHALL NOT EXCEED <Bid Price written out> (\$<Bid price numerical>) (the “Contract Price”), unless a Change Order, Field Order or Amendment is issued in accordance this Agreement. Invoices and payments shall be allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as **Exhibit 1**. The Contractor shall invoice the City at the prices set forth in **Exhibit 1**, and the City shall pay the Contractor only for the actual quantities of Work performed or materials furnished in accordance with this Agreement. The Estimated Quantities set forth in **Exhibit 1** may be increased or decreased as provided in this Agreement without, in any way, changing or invalidating any of the Unit or Lump Sum prices set forth in **Exhibit 1**.

2.2 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the Work and are otherwise reimbursable without duplication as a cost of the Work, but excluding all items that are to

be reimbursed under the Contract Price, the Parties have agreed to establish a contingency within an amount not to exceed <max of 10% of bid price> (\$<numerical>) (the “Contingency”).

2.2.1 Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Construction Documents. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first obtaining the City’s written approval to proceed.

2.2.2 Any Work to be charged against the Contingency that does not receive prior written approval from the City shall be deemed to be part of Contractor’s Work compensable within the Contract Price and not compensable against the Contingency. The City reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. City approved, but unused Contingency remaining at the end of the job shall not be payable to the Contractor. The Contractor has no entitlement to any unused Contingency.

### **3 COMPLIANCE WITH REGULATIONS.**

3.1 The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work. The Contractor shall be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work. Ignorance on the part of the Contractor will in no way relieve the Contractor of responsibility. The Contractor shall abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

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

3.3 The FHWA-1273 Electronic version, dated May 1, 2012 is posted on FDOT’S website at the following URL address <http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf>. The Contractor shall obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids. The Contractor shall comply with the provisions contained in FHWA-1273. If FDOT’s website cannot be accessed, contact the FDOT’s Specifications Office Web Coordinator at (850) 414-4101. The

FHWA 1273 must be included verbatim in the final executed contract for all federally funded construction agreements and all subcontractor agreements. FHWA 1273 is hereby incorporated in this Agreement as **Exhibit 2**.

3.4 For this Agreement, payment of predetermined minimum wages applies. The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in Wage Rate Decision Number FL20210157 – Highway as modified up through ten days prior to the opening of bids. Contractor shall obtain the applicable General Decision(s) (Wage Tables) through the FDOT’s Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Contractor may request additional classifications through FDOT’s office when needed. For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a contract, refer to the FDOT’s Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted to the City Engineer or his representative. Contractor may the FDOT’s Prevailing Wage Rate Coordinator at (850) 414-4688 if FDOT’s website cannot be accessed or there are questions.

**3.5 Conflict of Interest.** Neither the Contractor nor their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Contractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Contractor, the Contractor, with prior approval of the County, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Contractor or the locality relating to such contract, subcontract or arrangement. The Contractor shall insert in each of their subcontracts, the following provision: “No member, officer or employee of the Subcontractor or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.” The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

#### 4 **CONTRACT TIME AND DAMAGES.**

4.1 **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin as set forth in the Notice to Proceed to the Contractor by the City. Contract Time for Substantial Completion, as defined in the Contract Documents, is 120 Calendar Days from the date set forth within the Notice to Proceed. Contract Time for Final Completion is thirty (30) calendar days after Substantial Completion is met, unless extended in accordance with §218.735(7)(c), Florida Statutes.

4.2 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the City and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Substantial Completion within the time required by this Agreement, the Contractor shall pay the City as liquidated damages and not as a penalty the sum outlined in the Technical Specifications for each and every calendar day after the date fixed for Substantial Completion. It is further agreed that if such Work has not reached Final Completion within the time required by this Agreement, the Contractor shall pay the City as liquidated damages and not as a penalty the sum outlined in the Technical Specifications for each and every calendar day after the date fixed for Final Completion.

4.3 Within 15 business days after obtaining Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and City will develop a single list (the "List") of items required to the Work render complete, satisfactory and acceptable. The City shall provide the Contractor a draft of the List within 5 days after attaining Substantial Completion. Contractor will notify the City of acceptance of the List or proposed changes to the List within 5 days of receipt of the City's proposed List. If the Contractor accepts the List, it shall be deemed delivered upon receipt of said acceptance by the City. If the Contractor proposes any changes, the City shall review said changes and shall deliver the List to the Contractor within 5 days of receipt of Contractor's proposed changes. Delivery of the List does not relieve the Contractor of the responsibility for corrective Work or for pending items not yet completed for the Work and any items that are identified after development of the List that are required to correct or complete the Work. The Contractor shall attain Final Completion, including all items outlined in the List, within the timeframe outlined in **Paragraph 4.1**.

4.4 If the City fails to develop the List in the time specified, the Contractor may request payment for all retainage held by the City, less any amounts withheld for incomplete or uncorrected Work, and the City shall pay any remaining undisputed Contract Price, less any amount withheld pursuant to the Agreement for incomplete or uncorrected work, in accordance with Florida's Prompt Payment Act. Furthermore, the time for Final Completion shall be extended in accordance with §218.735(7)(c), Florida Statutes.

4.5 If the Contractor fails in whole or part to cooperate with the City in developing the List, or obligations under the List, the City shall notify the Contractor in writing of its failure to cooperate in developing the List, and the City shall then not be obligated to pay the retainage.

4.6 The City shall not be obligated pay the Contractor for amounts that are subject of, or release retainage related to, a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

4.7 In cases of a dispute as to completion of an item on the List, the City may withhold an amount not to exceed 150% of the total cost to complete disputed items.

4.8 If the City make payment of retainage to the Contractor under this Section which is attributed to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

## 5 **PERFORMANCE AND PAYMENT BONDS.**

5.1 Within ten (10) business days after signature of this Agreement by the Parties, Contractor shall provide the City with Payment and Performance Bonds, in the forms prescribed as **Exhibits 3 & 4**, in the amount of 100% of the total sum of the Contract Price, the costs of which are to be paid by the Contractor.

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

5.3 In accordance with §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the City at least five (5) days prior to performing any Work. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to City's obligation to make any payments to the Contractor hereunder.

5.4 If at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance and payment, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the City.

- 6 **NOTICES.** Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, by personal delivery with receipt or by electronic mail to the email addresses below. Notices shall be deemed delivered two (2) business days after mailing, unless made by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party or by electronic mail in which case delivery shall be deemed to occur upon sending the communication. For purposes of all notices, Contractor and City representatives and addresses are:

City:

City of Gainesville Public Works

PO Box 490

MS 58

Gainesville, FL 32627-0490

Attn: Brian M. Singleton, P.E., Public Works Director

singletonbm@cityofgainesville.org

Contractor:

<Contractors responsible agent including mailing and email address>

7 **WAIVER OF CLAIMS AND CONTINUING OBLIGATIONS.**

7.1 It is agreed that when all Work has reached Final Completion and has been inspected and approved by the City, or the City's authorized representatives, the Contractor shall furnish to the City the Contractor's Final Affidavit in the form attached hereto as **Exhibit 5**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the City. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the City that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Work have been paid in full. Contractor shall include, with its invoice for final payment, executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Exhibit 6**, from all laborers, materialmen and subcontractors defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement, unless the Contractor provides the City with a written consent from the surety regarding the Work or the payment in question.

7.2 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of any payment by the City, nor the issuance of a certificate of substantial completion, nor any use or occupancy of the project or any part thereof by the City, nor any act of acceptance by the City, nor any failure to do so, nor any correction of faulty or defective work by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

7.3 The making and acceptance of final payment shall constitute:

7.3.1 A waiver of all claims by the City against the Contractor, other than those arising from unsettled liens, from faulty or defective work appearing after final payment, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

7.3.2 A waiver of all claims by the Contractor against the City, other than those previously made in writing and still unsettled.

8 **INSURANCE.** Throughout the term of this Agreement, the Contractor shall provide insurance of the types and in the amounts set forth below. The Contractor shall also require any subcontractors to provide insurance as set forth below. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 7**. The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the contractor/vendor, its agents, representatives, employees or subcontractors

8.1 **COMMERCIAL GENERAL LIABILITY.** Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

8.2 **AUTOMOBILE LIABILITY.** Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

8.3 **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.** Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**8.4 BUILDER’S RISK / INSTALLATION FLOATERS (when applicable). Check box if applicable:**

8.4.1 When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

8.4.1.1 Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

8.4.1.2 When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

**8.5 EMPLOYEE FIDELITY COVERAGE (only applicable to vendors who’s employees handle funds):**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form.

**8.6 OTHER INSURANCE PROVISIONS.** The policies are to contain, or be endorsed to contain, the following provisions:

**8.6.1 Commercial General Liability and Automobile Liability Coverages.**

8.6.1.1 The City of Gainesville, Florida, a Municipal Corporation, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

8.6.1.2 The Contractor’s insurance coverage shall be considered primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor/Vendor’s insurance and shall be non-contributory.

8.6.2 **All Coverages.** The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**8.7 CERTIFICATE HOLDER.** City of Gainesville, Florida, a Municipal Corporation

**9 INCORPRATIONS BY REFERENCE AND GOVERNING ORDER OF DOCUMENTS.**

9.1 All documents listed below, if not contained herein, are hereby incorporated by reference in this Agreement. In cases of discrepancy, the governing order of the documents is as follows:

9.1.1 Amendments, Change Orders and Field Orders;

- 9.1.2 This Agreement;
- 9.1.3 Bid Addendums;
- 9.1.4 *Technical Specifications Financial Project ID 433989-1-58-01* prepared by the City, signed and sealed 2/23/2021;
- 9.1.5 Invitation to Bid No. PWDA-210036-MS;
- 9.1.6 *Contract Plans Financial Project ID 433989-1-58-01*, prepared by DRMP, signed and sealed 11/26/2019;
- 9.1.7 Contractor's Bid Submittal.
- 9.1.8 Schedule of Values
- 9.1.9 Schedule of Completion

## 10 **INDEMNIFICATION.**

10.1 To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

10.2 The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the City for negligent acts or omissions of the City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

## 11 **PUBLIC RECORDS.**

### 11.1 **General Provisions:**

11.1.1 Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

11.1.2 Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, Contractor must:

11.1.3 Keep and maintain public records required by the City to perform the service.

- 11.1.4 Upon require from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 11.1.5 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- 11.1.6 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City, upon request of the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.
- 11.1.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT E-MAIL [clerks@cityofgainesville.org](mailto:clerks@cityofgainesville.org) PHONE (352-334-5015 OR PO BOX 490, STATION 19, GAINESVILLE, FL, 32627-0490**

11.2 **Confidential Information**

- 11.2.1 During the term of this Agreement, the Contractor may claim that some or all of Contractor’s information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the City shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as “Confidential Information” or “CI.”
- 11.2.2 The City shall promptly notify the Contractor/Professional in writing of any request received by the City for disclosure of Contractor’s Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend,

using counsel chosen by the City, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases City from claims or damages related to disclosure by City.

11.2.3 **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, when acting on behalf of the City as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

11.3 **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the City within a reasonable time.

## 12 STARTING THE WORK

### 12.1 Schedule

Within ten (10) days after execution of the Agreement, the Contractor will submit to the City Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

### 12.2 Pre-Construction Conference

Before starting Work, a conference will be held to review the schedules and submittal package (See 12.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the City Engineer, and/or authorized representatives, the Contractor, and utility company representatives.

### 12.3 Notice to Proceed

Upon execution of the Agreement, the City Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than forty-five (45) days after the date of execution of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

12.4 Commencement of Time

The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

12.5 Submittals

The Contractor's submittal package for the Pre-Construction meeting shall include: the Surveyor's License Confirmation on a form provided by the City, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, and Stormwater Pollution Prevention Plan to be accepted by the City prior to any construction activities along with any other requirements or permits and other submittal required by this Agreement. All submittals must be accepted by the City prior to implementation.

## 13 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

13.1 All Specifications, Drawings and copies thereof furnished by the City shall remain the property of the City. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the City on request upon completion of the project.

13.2 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director.

## 14 WORK BY OTHERS

14.1 The City may perform additional work related to the project by itself, or may enter other contracts for work on the project. The Contractor shall afford the City and/or other contractors reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the Contractor's work with theirs.

14.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or the City), the Contractor will inspect and promptly report to the City Engineer in writing any defects or deficiencies that render it unsuitable. The Contractor's failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of their Work, except as to defects and deficiencies which may appear in the other work after the execution of their Work.

14.3 The Contractor will do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the City Engineer.

14.4 If the performance of additional work by other contractors or the City is not noted in the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the City or others causes the Contractor additional expense or entitles it to an extension of the Contract Time, it may make a claim as provided in Paragraphs 24 to 26.

## 15 **RESPONSIBLE AGENT**

15.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the City and the Contractor.

15.2 The City Engineer will be the responsible agent for the City. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Contractor.

## 16 **ACCIDENT PREVENTION**

16.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.

16.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent of such conditions.

## 17 **SUBCONTRACTS**

17.1 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the City or the City Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the City and the City Engineer, prior to written concurrence by the City Engineer.

17.2 The Contractor will be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City to pay or to see to the payment due any Subcontractor, except as may otherwise be required by law. The City Engineer may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.

17.3 The Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

17.4 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Agreement. Every Subcontractor, by undertaking to perform any of the Work, will thereby be contractually bound to the Contractor by such terms and conditions.

17.5 The contractor shall self-perform a minimum of 40% of the total contract price as the prime contractor.

## **18 PHYSICAL AND SUBSURFACE CONDITIONS**

18.1 The City Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

18.2 The Contractor will promptly notify the City Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The City Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the City Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the City Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order or Field Order shall be issued incorporating the necessary revisions.

## **19 CITY ENGINEER'S STATUS DURING CONSTRUCTION.**

19.1 The City Engineer, acting directly or through duly authorized representatives (Project Managers, Inspectors and Consultants) shall be the City's representative during the construction period. All instructions of the City to the Contractor shall be issued through the City Engineer.

19.2 The City Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The City Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will the City Engineer be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The City Engineer's efforts will be directed toward providing assurance for the City that the completed project will conform to the requirements of the Contract Documents, but City Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of the City Engineer's on-site observations as an experienced and qualified construction professional, the City Engineer will keep the City informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work of the Contractor.

19.3 The City Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not

meet the requirements of any inspection, test or approval referred to in Paragraph 21. The City Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 23.3, whether or not the Work is fabricated, installed or completed.

19.4 Neither the City Engineer's authority to act under Paragraph 19 nor any decision made by the City Engineer in good faith to exercise or not exercise such authority, shall give rise to any duty or responsibility of the City to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

## **20 CITY ENGINEER'S INTERPRETATIONS AND DECISIONS.**

20.1 The City Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles it to an increase in the Contract Price, it may make a claim therefore as provided in Paragraph 25.

20.2 The City Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In this capacity, the City Engineer will exercise best efforts to insure faithful performance by both the City and the Contractor. The City Engineer will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the City Engineer for decisions, which shall render in writing within a reasonable time.

20.3 The Contractor may appeal any written decision made by the City Engineer within fourteen (14) days in accordance with Paragraph 36.

## **21 TESTS AND INSPECTIONS.**

21.1 If the Agreement, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the City Engineer timely notice of readiness therefor. The Contractor will furnish the City Engineer the

required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Agreement. The cost of all such inspections, test and approvals shall be borne by the Contractor unless otherwise provided. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the City Engineer, it must, if directed by the City Engineer, be uncovered for observation at the Contractor's expense.

21.2 Any Work which fails to meet the requirements of any such test, inspection or approval, and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents, shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in Paragraph 28.

21.3 Neither observations by the City Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the Agreement requirements of the Contract Documents.

## **22 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE.**

22.1 The Contractor shall supervise and direct the Work efficiently and with its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the City Engineer any conflict, error or discrepancy which it may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

22.2 The Contractor shall maintain, at all times during its progress, a resident superintendent satisfactory to the City Engineer. The superintendent shall not be replaced without the consent of the City Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor and shall constitute notice under the applicable clauses of this Agreement.

22.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered

Land Surveyor. The surveyor is required to sign, seal and return a form provided by the City certifying the surveyor will be responsible for providing layout. The Contractor will at all times maintain good discipline and order among its employees at the site.

22.4 The City will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of their agents or employees or any other persons performing any of the Work.

22.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

## **23 ACCESS TO THE WORK: UNCOVERING FINISHED WORK.**

23.1 The City Engineer and its representatives and other representatives of the City will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

23.2 If any Work is covered contrary to the request of the City Engineer, it must, if requested by the City Engineer, be uncovered for observation and replaced at the Contractor's expense.

23.3 If any Work has been covered which the City Engineer has not specifically requested to observe prior to its being covered, or if the City Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the City Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if Contractor makes a claim therefore as provided in Paragraph 25 and 26.

## **24 CHANGES IN THE CONTRACT WORK.**

24.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Order. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Price, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraphs 25 and 26 under a Change Order.

24.2 The Director or City Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Director or City Engineer entitles the Contractor to an increase in the Contract Price or Contract Time, it may make a claim as provided in Paragraphs 25 and 26.

24.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle it to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.

24.4 It is the Contractor's responsibility to notify its surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

## **25 CHANGE OF CONTRACT PRICE.**

25.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.

25.2 The Contract Price may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, notice of intent to file a claim shall be delivered

to the City Engineer in writing within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the City Engineer in writing within twenty (20) days after the conclusion of the event giving rise to the claim unless City Engineer allows additional period of time to ascertain accurate cost data. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Change orders will be approved by the following procedure:

25.2.1 The Assistant City Manager, Public Works Director or City Engineer may approve Change Orders that, either cumulatively or individually, increase the Contract Price within the limits of the Contingency, provided that such Change Orders do not expand the size (project limits), function (project type) or intended use of the project contained in the Contract Documents and do not exceed the following monetary limits per Change Order:

25.2.1.1 City Engineer - \$20,000

25.2.1.2 Public Works Director - \$50,000

25.2.1.3 Assistant City Manager - \$100,000

25.2.2 The City Manager may approve Change Orders that, either cumulatively or individually, increase Contract Price within the limits of the Contingency; or Change Orders that, either cumulatively or individually, increase the Contract Price by up to ten percent of the original Contract Price plus Contingency [ $10\% \times (\text{Contract Price} + \text{Contingency})$ ], provided that such Change Orders do not expand the size, function or intended use of the project contained in the contract documents.

25.2.3 The City Commission has the sole authority to approve Change Orders that increase the Contract Price by more than the limits set forth herein or Change Orders that expand the size, function or intended use of the project contained in the contract documents.

25.3 The value of any Work covered by a Change Order, for any claim for an increase in the Contract Price, shall be determined in the following ways:

25.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

25.3.2 Mutual acceptance of a lump sum or unit price.

25.3.3 Cost and a mutually acceptable fixed amount for overhead and profit.

25.3.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these cost shall be in amounts no higher than those prevailing in the City, shall not include any costs itemized in Paragraph 25.3.5 and shall include only the following:

25.3.4.1 Payroll cost for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spend on the Work. Payroll costs shall include, but not limited to, salaries and wages plus and costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

25.3.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refund and all returns from sale of surplus materials and equipment shall accrue to the City and the Contractor shall make provisions so that they may be obtained.

25.3.4.3 Supplemental Costs including the following:

25.3.4.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work

25.3.4.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work

25.3.4.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

25.3.4.3.4 Royalty payments and fees for permits and licenses.

25.3.4.3.5 The cost of utilities, fuel, and sanitary facilities at the Work site.

25.3.4.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work

25.3.4.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

25.3.4.4 The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:

25.3.4.4.1 For all such Work done by the Contractor's own forces, the Contractor may add up to 5% (five percent) of its actual increase in cost; and

25.3.4.4.2 For all such Work done by Subcontractors, each Subcontractor may add up to 5% (five percent) of its actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for its combined overhead and profit.

25.3.4.4.3 No fee shall be made payable on the basis of cost itemized under Paragraphs 15.3.5.

25.3.4.4.4 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in Contractor's fee by an amount equal to 5% (five percent) for the net decrease.

25.3.4.4.5 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed 5% (five percent) of the agreed compensation. Profit will not be paid on any Work not performed.

25.3.5 Changes in Contract Price shall not include the following:

25.3.5.1 Payroll cost and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorship), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers,

clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 25.3.4.1, all of which are to be considered administrative costs covered by the Contractor's fee.

25.3.5.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

25.3.5.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

25.3.5.4 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

25.3.5.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 25.3.4.

25.3.5.6 In the event of a delay of construction, regardless of the reason of the delay, and regardless of the claim or allegation or who caused the delay, there will be no entitlement for any direct or indirect financial damages or losses for corporate overhead impact, project overhead impacts, project support services, or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature.

25.4 Except for as provided in a Change Order or Field Order, no financial claim for delay to the project resulting from the Change Order or Field Order approval process will be allowed.

25.5 Pay factor adjustments shall be in accordance with details outlined in project manual/technical specifications.

25.6 Whenever the cost of any Work is to be determined pursuant to this section, the Contractor shall submit in a form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by complete itemized breakdown:

25.6.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of costs.

25.6.2 Whenever a change involves the Contractor and one (1) or more subcontractor and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

## **26 CHANGE OF THE CONTRACT TIME.**

26.1 Contract Time changes shall be by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, notice of intent to file a claim shall be in writing delivered to the City Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the City Engineer in writing within fifteen (15) days after the conclusion of the event giving rise to the claim. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. The City Manager, Director or designee may approve any extension in Contract Time. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

26.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if it makes a claim therefore as provided in Paragraph 26.1. Such delays shall only include acts of neglect by any separate contractor employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the City.

26.2.1 (reserved)

26.3 All time limits stated in the Contract Documents are of the essence in the Agreement. The provisions of Paragraph 26 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

26.4 Except as provided in a Change Order or Field Order, no financial claim for delay to the project resulting from the Change Order or Field Order approval process will be allowed.

## **27 NEGLECTED WORK.**

27.1 If the Contractor should neglect to prosecute the Work in accordance with the Agreement, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Agreement, including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the City.

## **28 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.**

28.1 The Contractor warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

28.2 If required by written notice of the Director or the City Engineer prior to approval of final payment, the Contractor will promptly, without cost to the City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the City Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, the City may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of the Contractor's defective Work.

28.3 (reserved)

28.4 If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated by the Contractor and City with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of Paragraph 25.3.4 shall prevail.

## **29 APPLICATIONS FOR PROGRESS PAYMENTS.**

29.1 Not more than once a month, the Contractor will submit to the City Engineer for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the City Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at its expense.

29.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the City prior to making the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of Subcontractors and suppliers will be referred to the Contractor's Surety for resolution.

29.3 Five percent (5%) of the amount earned through each progress payment will be withheld as retainage.

29.4 Each application for payment shall be incomplete and not authorized for payment unless accompanied by the following documents:

29.4.1 A certification of payment to Subcontractors on a form provided by the City that all Subcontractors having an interest in the Agreement were paid for satisfactory performance of their Agreements and that the retainage is returned to Subcontractors within 30 days after satisfactory completion of the Subcontractor's work. See Technical Specifications, Section 9-5.6.

29.4.2 A waiver of claims, on a form provided by the City, for any and all Subcontractors or materialmen that have furnished a notice of non-payment. The City will honor an exception to this clause when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the City and the affected Subcontractor.

29.4.3 A monthly report on a form provided by the City indicating actual payments (including retainage) made to Disadvantage Business Enterprises (DBEs) for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers. See Technical Specification, Section 7-24.4.

29.5 The City Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing approval of payment, less any retainage as specified by the Agreement, and present the application to the City's Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the City Engineer in accordance with Florida's Prompt Payment Act.

### **30 APPROVAL OF PAYMENTS.**

30.1 The City Engineer's approval of any payment requested in an application for payment shall constitute a representation to the City, based on the City Engineer's on-site observations of the work in progress as an experienced and qualified construction professional and on its review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of its knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in its approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the City Engineer shall not thereby be deemed to have represented that exhaustive or continuous on-site inspections were made to check the quality or the quantity of the Work; that the means, methods, techniques, sequences and procedures of construction were reviewed; or that any examinations were made to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to it.

30.2 The City Engineer's approval of final payment shall constitute an additional representation to the City that the conditions precedent to the Contractor's being entitled to final payment, as set forth in Paragraph 31.3, have been fulfilled.

30.3 The City Engineer may refuse to approve the whole or any part of any payment if, in their opinion, the City Engineer is unable to make the foregoing representations to the City. The City Engineer may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in their opinion to protect the City from loss because:

30.3.1 The Work is defective.

30.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

30.3.3 The Contract Price has been reduced.

30.3.4 The City has been required to complete neglected Work in accordance with Paragraph 27.

30.3.5 The City has been required to correct defective Work or complete the Work in accordance with Paragraph 28.

30.3.6 Unsatisfactory prosecution of the Work, including failure to clean up as required by Paragraph 32.

## **31 FINAL PAYMENT.**

31.1 Upon notification from the Contractor that the project is complete, the City Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

31.2 After the Contractor has completed any such corrections to the satisfaction of the City Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may receive final payment pursuant to the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Final Payment Affidavit, Subcontractor/Materialman Waiver of Claims, Final DBE/MBE Reporting and Final Payment Certification to Subcontractors, utilizing forms provided by the City. Nothing in this section waives the rights of the Contractor under Section 255.05(11), Florida Statutes. The City Engineer will execute a Certificate of Completion and recommend final payment.

31.3 If, on the basis of the City Engineer's observation and review of the Work during construction, their final inspection and review of the final application for payment, all as required by the Contract Documents, the City Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the City Engineer will, within ten (10) days after Contractor's concurrence of the final application for payment, indicate in writing the City Engineer's approval of payment and present the application to the City Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the City Engineer in accordance with Florida's Prompt Payment Act.

31.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the City Engineer so confirms, the City shall, upon certification by the City Engineer, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

## **32 CLEANING UP.**

32.1 The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, it shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

### **33 CITY'S RIGHT TO STOP OR SUSPEND WORK.**

33.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, if the Contractor fails to comply with the Contract Documents or Specifications, or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.

33.2 The City may, at any time and without cause, suspend the Work, or any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will resume. The Contractor shall resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension provided the Contractor makes a claim as provided in Paragraphs 25 and 26.

### **34 DEFAULT AND CITY'S RIGHT TO TERMINATE.**

34.1 The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the City will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The City will give the Contractor seven (7) days to cure the default or develop a plan and time line acceptable to the City to cure the default. The City Engineer is authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the <Department Director> is authorized to provide final termination notice on behalf of the City to the Contractor.

34.2 If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or disregards the authority of the Director or City Engineer, or Contractor otherwise violates any provisions of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials related the Work and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

34.3 Upon thirty (30) days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit. The Public Works Director is authorized to provide written notice of termination on behalf of the City.

34.4 If funds to finance this Agreement become unavailable, the City may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The City will be the final authority as to the availability of funds. The City will pay the Contractor for all work completed prior to any notice of termination.

34.5 Where the Contractor's services have been terminated by the City, said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from liability.

### **35 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE.**

35.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or an order of court or other public authority, or if the City Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the City fails to pay the Contractor any sum approved by the City Engineer within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the City, terminate the Agreement and recover from the City payment for all Work executed in accordance with the Agreement plus fair and reasonable overhead and profit. In addition and in lieu of terminating the Agreement, if the City Engineer has failed to act on an application for payment or the City has failed to make payment as aforesaid, the Contractor may, upon seven (7) days' notice to the City and the City Engineer, stop Work until it has been paid all amounts then due.

### **36 DISPUTE RESOLUTION.**

36.1 Initial Administrative Resolution: The Contractor may appeal to the Director within fourteen (14) days of a written decision made by the City Engineer. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the City Engineer's decision and render any claims or disputes related to the decision waived. Such appeals to the Director shall detail the Contract Document provisions that conflict with the City Engineer's decision. The Director shall review each appeal and the Director and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The Director shall render its decision

in writing within thirty (30) days of submission of the appeal; failure of the Director to render a decision within this timeframe shall render the appeal denied.

36.2 Secondary Administrative Resolution: The Contractor may appeal to the City Manager within fourteen (14) days of a written decision made by the Director. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the Director's decision and render any claims or disputes related to the decision waived. Such appeals to the City Manager shall detail the Contract Document provisions that conflict with the Director's decision. The City Manager and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The City Manager shall render its decision in writing within forty-five (45) days of submission of the appeal; failure of the City Manager to render a decision within this timeframe shall render the appeal denied. The City Manager's decision shall be the final administrative decision and is a necessary condition precedent for exhaustion of administrative remedies in order to initiate mediation and a lawsuit based on this Agreement.

36.3 Mediation: For any disputes which remain unsolved and have not been waived, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation in Alachua County, Florida to address all unresolved disputes. If the Contractor wishes to contest any decision made by the City Manager, Contractor shall request mediation by providing written notice to the City Engineer within thirty (30) days of the City Manager's written decision. Such notice shall detail the Contract Document provision that conflict with the City Manager's decision. Failure of the Contractor to provide such notice shall constitute the Contractor's acceptance of the City Manager's decision and render any claims or disputes related to the decision waived. The Parties shall submit the dispute to mediation prior to filing, and as a condition precedent to, an action in court, which must be filed within thirty (30) days of conclusion of mediation, or the dispute shall be waived. The City shall provide the Contractor a list of three mediators and the Contractor shall select a mediator from the list. The Parties shall each pay one-half of the mediator's fees and costs. Should any dispute not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law, to extent not waived in accordance with this Agreement.

### 37 **WORKPLACE VIOLENCE.**

37.1 Employees of the Contractor are prohibited from committing any act of workplace violence. Violation may be grounds for termination of the Agreement. Workplace violence means the commission of any of the following acts by a Contractor's employee:

37.1.1 Battery: intentional offensive touching or application of force or violence to another.

37.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

- 38 **DUTIES AND OBLIGATIONS.** The rights and remedies available hereunder, and in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by this Agreement and the rights and remedies available to the City thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, special guarantee, or other provisions of this Agreement.
- 39 **POLLUTION ABATEMENT.** The Contractor shall comply with all federal, state and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of soils, creeks, streams, lakes, wetlands and ponds with fuels, oils, bitumens, chemicals and other harmful materials and shall take necessary measures to minimize soil erosion.
- 40 **INJURY OR DAMAGE TO PEOPLE OR PROPERTY.** Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claims shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 41 **HEALTH CONSIDERATIONS.** The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The Contractor shall commit no public nuisance.
- 42 **SEVERABILITY.** It is understood and agreed by the Parties that if any provision of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 43 **AMENDMENT.** This Agreement may be amended only by written amendment, change order or field order.
- 44 **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the City. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the City.
- 45 **GOVERNING LAW AND VENUE.** The laws of the State of Florida, notwithstanding its conflict of laws provisions, shall govern this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.
- 46 **COMPLETE AGREEMENT.** This Agreement contains the sole and entire agreement between the City and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.
- 47 **NON WAIVER.** The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
- 48 **SUCCESSORS AND ASSIGNS.** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to

the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

49 **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

<CONTRACTOR'S NAME>

**CITY OF GAINESVILLE, FLORIDA**

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

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Lee R. Feldman, City Manager

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

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
City Attorney

**EXHIBIT 1: SCHEDULE OF VALUES**

| <b><u>FDOT Pay<br/>Item No.</u></b> | <b><u>DESCRIPTION</u></b>  | <b><u>EST<br/>QUANTIT<br/>Y</u></b> | <b><u>UNI<br/>T</u></b> | <b><u>UNIT<br/>PRICE</u></b> | <b><u>AMOUNT<br/>BID<br/>(EXT<br/>TOTAL)</u></b> |
|-------------------------------------|--|-------------------------------------|-------------------------|------------------------------|--|
| <b><u>101-1</u></b>                 | <b><u>MOBILIZATION</u></b>   | <b><u>1</u></b>                     | <b><u>LS</u></b>        |                              |  |
| <b><u>102-1</u></b>                 | <b><u>MAINTENANCE OF TRAFFIC</u></b>   | <b><u>1</u></b>                     | <b><u>LS</u></b>        |                              |  |
| <b><u>104-CITY</u></b>              | <b><u>PREVENTION, CONTROL &amp;<br/>ABATEMENT OF EROSION &amp;<br/>WATER POLLUTION</u></b> | <b><u>1</u></b>                     | <b><u>LS</u></b>        |                              |  |
| <b><u>104-10-3</u></b>              | <b><u>SEDIMENT BARRIER</u></b>   | <b><u>274</u></b>                   | <b><u>LS</u></b>        |                              |  |
| <b><u>104-18</u></b>                | <b><u>INLET PROTECTION SYSTEM</u></b>  | <b><u>6</u></b>                     | <b><u>EA</u></b>        |                              |  |
| <b><u>107-CITY</u></b>              | <b><u>MOWING</u></b>   | <b><u>6</u></b>                     | <b><u>AC</u></b>        |                              |  |
| <b><u>110-1-1</u></b>               | <b><u>CLEARING &amp; GRUBBING</u></b>  | <b><u>1.77</u></b>                  | <b><u>AC</u></b>        |                              |  |
| <b><u>110-2-2</u></b>               | <b><u>SELECTIVE CLEARING &amp;<br/>GRUBBING</u></b>  | <b><u>0.28</u></b>                  | <b><u>AC</u></b>        |                              |  |
| <b><u>120-1</u></b>                 | <b><u>REGULAR EXCAVATION</u></b>   | <b><u>433</u></b>                   | <b><u>CY</u></b>        |                              |  |
| <b><u>120-6</u></b>                 | <b><u>EMBANKMENT</u></b>   | <b><u>609</u></b>                   | <b><u>CY</u></b>        |                              |  |
| <b><u>160-4</u></b>                 | <b><u>TYPE B STABLIZATION</u></b>  | <b><u>2810</u></b>                  | <b><u>SY</u></b>        |                              |  |
| <b><u>285-704</u></b>               | <b><u>OPTIONAL BASE GROUP 04</u></b>   | <b><u>2437</u></b>                  | <b><u>SY</u></b>        |                              |  |
| <b><u>327-70-1</u></b>              | <b><u>MILLING EXISTING ASPHALT<br/>PAVEMENT, 1”</u></b>                                    | <b><u>123</u></b>                   | <b><u>SY</u></b>        |                              |  |
| <b><u>334-1-13</u></b>              | <b><u>SUPERPAVE ASPHALTIC<br/>CONCRETE</u></b>   | <b><u>260</u></b>                   | <b><u>TN</u></b>        |                              |  |
| <b><u>400-0-11</u></b>              | <b><u>CONC CLASS NS, GRAVITY WALL</u></b>  | <b><u>3</u></b>                     | <b><u>CY</u></b>        |                              |  |

| <u>FDOT Pay<br/>Item No.</u> | <u>DESCRIPTION</u>  | <u>EST<br/>QUANTIT<br/>Y</u> | <u>UNI<br/>T</u> | <u>UNIT<br/>PRICE</u> | <u>AMOUNT<br/>BID<br/>(EXT<br/>TOTAL)</u> |
|------------------------------|---|------------------------------|------------------|-----------------------|---|
| <u>425-1-531</u>             | <u>INLETS, DITCH BOTTOM, TYPE C<br/>MODIFIED, BACK OF SIDEWALK,<br/>&lt;10'</u> | <u>1</u>                     | <u>EA</u>        |                       |   |
| <u>425-1-541</u>             | <u>INLETS, DITCH BOTTOM, TYPE D,<br/>&lt;10'</u>                                | <u>2</u>                     | <u>EA</u>        |                       |   |
| <u>425-3-41</u>              | <u>JUNCTION BOX, DRAINAGE, P-7,<br/>&lt;10'</u>                                 | <u>2</u>                     | <u>EA</u>        |                       |   |
| <u>430-174-124</u>           | <u>PIPE CULVERT, ROUND, 24" RCP</u>   | <u>149</u>                   | <u>LF</u>        |                       |   |
| <u>430-174-218</u>           | <u>PIPE CULVERT, ELLIP, 18" RCP</u>   | <u>168</u>                   | <u>LF</u>        |                       |   |
| <u>430-963-1</u>             | <u>PVC PIPE FOR BACK OF<br/>SIDEWALK, 4"</u>                                    | <u>82</u>                    | <u>LF</u>        |                       |   |
| <u>430-984-129</u>           | <u>MITERED END SECTION, 24" SD</u>  | <u>1</u>                     | <u>EA</u>        |                       |   |
| <u>430-984-625</u>           | <u>MITERED END SECTION, 18"<br/>ELLIP SD</u>                                    | <u>5</u>                     | <u>EA</u>        |                       |   |
| <u>515-2-311</u>             | <u>PED/BIKE RAIL, ALUM, 42" TYPE<br/>1</u>                                      | <u>33</u>                    | <u>LF</u>        |                       |   |
| <u>520-1-10</u>              | <u>CURB &amp; GUTTER, TYPE F</u>  | <u>526</u>                   | <u>LF</u>        |                       |   |
| <u>520-2-4</u>               | <u>CURB, TYPE D</u>   | <u>35</u>                    | <u>LF</u>        |                       |   |
| <u>522-1</u>                 | <u>CONCRETE SIDEWALK &amp;<br/>DRIVEWAYS, 4"</u>                                | <u>510</u>                   | <u>SY</u>        |                       |   |
| <u>522-2</u>                 | <u>CONCRETE SIDEWALK &amp;<br/>DRIVEWAYS, 6"</u>                                | <u>135</u>                   | <u>SY</u>        |                       |   |
| <u>527-2</u>                 | <u>DETECTABLE WARNINGS</u>  | <u>270</u>                   | <u>SF</u>        |                       |   |
| <u>570-1-2</u>               | <u>SOD</u>  | <u>5628</u>                  | <u>SY</u>        |                       |   |

| <u>FDOT Pay<br/>Item No.</u> | <u>DESCRIPTION</u>  | <u>EST<br/>QUANTIT<br/>Y</u> | <u>UNI<br/>T</u> | <u>UNIT<br/>PRICE</u> | <u>AMOUNT<br/>BID<br/>(EXT<br/>TOTAL)</u> |
|------------------------------|---|------------------------------|------------------|-----------------------|---|
| <u>700-1-11</u>              | <u>SINGLE POST SIGN, F&amp;I GROUND<br/>MOUNT, UP TO 12 SF</u>          | <u>5</u>                     | <u>AS</u>        |                       |   |
| <u>700-1-50</u>              | <u>SINGLE POST SIGN, RELOCATE</u>                                       | <u>2</u>                     | <u>AS</u>        |                       |   |
| <u>700-1-60</u>              | <u>SINGLET POST SIGN, REMOVE</u>  | <u>3</u>                     | <u>AS</u>        |                       |   |
| <u>711-11-123</u>            | <u>THERMOPLASTIC, STD, WHITE<br/>SOLID, CROSSWALK</u>                   | <u>770</u>                   | <u>LF</u>        |                       |   |
| <u>711-11-125</u>            | <u>THERMOPLASTIC, STD, WHITE<br/>SOLICE, STOP BAR/CROSSWALK<br/>24"</u> | <u>80</u>                    | <u>LF</u>        |                       |   |
| <u>0710-3</u>                | <u>THERMOPLATIC, PREFORMED,<br/>WHITE, SOLID, 24", CROSSWALK</u>        | <u>163</u>                   | <u>LF</u>        |                       |   |
| <u>CONTRACT PRICE</u>        |   |                              |                  |                       |   |

EXHIBIT 2: FHWA-1273

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY; ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 308 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

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

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT 3: PAYMENT BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

**CONTRACT DETAILS**

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

**BOND**

BOND NUMBER:

DATE:

AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with the City, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

**SIGNATURES NEXT PAGE**



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered

in the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Witnesses as to Contractor

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

Title: \_\_\_\_\_

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

CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification.

Notary Public (Signature) : \_\_\_\_\_

Printed Name:

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**SURETY**

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

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

## EXHIBIT 4: PERFORMANCE BOND FORM

### CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

### CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

**BOND**

BOND NUMBER:

DATE:

AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Oblige, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with City, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and City, at the times and in the manner prescribed in the Contract;  
and
2. pays City all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Contractor under the Contract;  
and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract, and City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and City, and make available as work progresses sufficient funds, paid to City, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than City named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

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

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

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

Witnesses as to Contractor Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

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

CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification.

Notary Public (Signature) \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**SURETY**

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

SEAL

PRINTED NAME AND TITLE:

\_\_\_\_\_

# EXHIBIT 5: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT FORM

STATE OF FLORIDA

CITY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

(1) He or she is the (title) \_\_\_\_\_, of \_\_\_\_\_, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain Contract No. <XX> ("Contract") with the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for *Bid No. PWDA-210036-MS Project No. PW3072-0-EN-SW-RW SW 27<sup>th</sup> Street Multi-Use Path (LAP 433989-1-58-01), Contract No. <XX>*, as more particularly set forth in said Contract.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$\_\_\_\_\_.

(4) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Contract ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(5) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.

(6) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Owner relating in any way to the performance of the Contract.

(7) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

**Contractor:**

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

Its: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Witnesses

[Corporate Seal]

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

CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification.

Notary Public (Signature) \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)



**EXHIBIT 6: FINAL PAYMENT BOND WAIVER FORM**

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)**

**OWNER:** City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida

**CONTRACTOR:**

**PROJECT:** Contract No. <XX> (“Contract”) for labor, materials, and services for *Bid No. PWDA-210036-MS Project No. PW3072-0-EN-SW-RW, SW 27<sup>th</sup> Street Multi-use Path (LAP 433989-58-01).*

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$\_\_\_\_\_, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through \_\_\_\_\_(insert date) to\_\_\_\_\_, on the job of the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

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

Claimant: \_\_\_\_\_

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

(Name)

Title: \_\_\_\_\_

(Print Title)

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

CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification.

Notary Public (Signature) \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**EXHIBIT 7: CERTIFICATE OF INSURANCE**

## PART 8 – EXHIBITS

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The following documents/forms are included in this section:

- Drug-Free Workplace Form
- Bidder Verification Form
- Customer History
- Responsible Agent Form
- Proposed Subcontractor's Form
- Project Manager and Superintendent or Owner's Experience form (if required as specified in Section 1.5)
- LAP Certification of Current Capacity – FDOT form 525-010-46
- Non-Collusion Declaration and Compliance with 49 CFR 29 – FDOT form 575-060-13
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts – FDOT form 375-030-33
- Disclosure of Lobbying Activities – FDOT form 375-030-34
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – FDOT form 375-030-32
- Bid Opportunity List – FDOT form 375-040-62
- DBE Bid Package Information – FDOT form 275-030-11 – Page 1 of 2 only.

## DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Bidder)

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 the 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 five (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.

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

***In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submission.***

## BIDDER VERIFICATION FORM

### **REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA**

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

YES     NO (refer to Part 1, 1.5, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (#\_\_\_\_\_)

If the answer is "NO", please state reason why: \_\_\_\_\_

---

## CUSTOMER HISTORY

**Name of Bidder:** \_\_\_\_\_

Provide a list of prior customers **for similar services** that your bidder has provided within the last five (5) years. Copy form as necessary.

|                   |               |
|-------------------|---------------|
| Customer Name:    |               |
| Address:          |               |
| City, State, Zip: |               |
| Point of Contact: | Phone Number: |
| E-mail:           |               |

|                   |               |
|-------------------|---------------|
| Customer Name:    |               |
| Address:          |               |
| City, State, Zip: |               |
| Point of Contact: | Phone Number: |
| E-mail:           |               |

|                   |               |
|-------------------|---------------|
| Customer Name:    |               |
| Address:          |               |
| City, State, Zip: |               |
| Point of Contact: | Phone Number: |
| E-mail:           |               |

|                   |               |
|-------------------|---------------|
| Customer Name:    |               |
| Address:          |               |
| City, State, Zip: |               |
| Point of Contact: | Phone Number: |
| E-mail:           |               |

|                   |               |
|-------------------|---------------|
| Customer Name:    |               |
| Address:          |               |
| City, State, Zip: |               |
| Point of Contact: | Phone Number: |
| E-mail:           |               |

## RESPONSIBLE AGENT FORM

RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ALTERNATE RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

# PROPOSED SUBCONTRACTORS FORM

Name of Bidder: \_\_\_\_\_

**This form is for all Subcontractors being utilized on this project.**

Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

If additional space is required for your subcontractor listing, make copies of this form and submit with you bid package.

***This page must be completed and uploaded to DemandStar.com with your Submittal, if the Living Wage Ordinance applies to bidder.***

**PROJECT MANAGER AND SUPERINTENDENT OR OWNER'S EXPERIENCE**

| <u>NAME AND TITLE</u>  | <u>ROLE IN THIS PROJECT</u> | <u>YEARS EXPERIENCE</u>      |                |
|--|-----------------------------|------------------------------|----------------|
|  |                             | TOTAL                        | WITH THIS FIRM |
| <b><u>RELEVANT PROJECTS</u></b>  |                             |                              |                |
| <b>1. <u>PROJECT TITLE AND LOCATION</u></b> (city and state)   |                             | <b><u>YEAR COMPLETED</u></b> |                |
| <b><u>BRIEF DESCRIPTION</u></b> (Brief scope, size, costs, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project completed with current firm |                             |                              |                |
| <b>2. <u>PROJECT TITLE AND LOCATION</u></b> (city and state)   |                             | <b><u>YEAR COMPLETED</u></b> |                |
| <b><u>BRIEF DESCRIPTION</u></b> (Brief scope, size, costs, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project completed with current firm |                             |                              |                |
| <b>3. <u>PROJECT TITLE AND LOCATION</u></b> (city and state)   |                             | <b><u>YEAR COMPLETED</u></b> |                |
| <b><u>BRIEF DESCRIPTION</u></b> (Brief scope, size, costs, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project completed with current firm |                             |                              |                |
| <b>4. <u>PROJECT TITLE AND LOCATION</u></b> (city and state)   |                             | <b><u>YEAR COMPLETED</u></b> |                |
| <b><u>BRIEF DESCRIPTION</u></b> (Brief scope, size, costs, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project completed with current firm |                             |                              |                |
| <b>5. <u>PROJECT TITLE AND LOCATION</u></b> (city and state)   |                             | <b><u>YEAR COMPLETED</u></b> |                |
| <b><u>BRIEF DESCRIPTION</u></b> (Brief scope, size, costs, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project completed with current firm |                             |                              |                |
| <b>6. <u>PROJECT TITLE AND LOCATION</u></b> (city and state)   |                             | <b><u>YEAR COMPLETED</u></b> |                |
| <b><u>BRIEF DESCRIPTION</u></b> (Brief scope, size, costs, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project completed with current firm |                             |                              |                |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-46  
PROGRAM MANAGEMENT  
09/20  
Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on \_\_\_\_\_  
(Letting Date)

|  |
|--|
| Fill in your FDOT Vendor Number<br>VF _____<br>(Only applicable to FDOT pre-qualified contractors) |
|--|

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ \_\_\_\_\_

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

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

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

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



### **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

### **DBE Reporting**

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact [EOHelp@dot.state.fl.us](mailto:EOHelp@dot.state.fl.us).

### **Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBE's**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

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

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

Title: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-036-01  
 PROCUREMENT  
 02/18

Is this form applicable to your firm?  
 YES  NO   
 If no, then please complete section 4  
 below for "Prime"

|  |  |   |
|--|--|---|
| <b>1. Type of Federal Action:</b><br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance  | <b>2. Status of Federal Action:</b><br>a. bid/offer/application<br>b. initial award<br>c. post-award   | <b>3. Report Type:</b><br>a. initial filing<br>b. material change<br><b>For Material Change Only:</b><br>Year: _____ Quarter: _____<br>Date of last report: _____<br>(mm/dd/yyyy) |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br>_____<br>_____<br>_____<br>Congressional District, if known: 4c _____  |  | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br>_____<br>_____<br>_____<br>Congressional District, if known: _____                    |
| <b>6. Federal Department/Agency:</b><br>_____<br>_____   | <b>7. Federal Program Name/Description:</b><br>_____<br>_____<br>CFDA Number, if applicable: _____   |   |
| <b>8. Federal Action Number, if known:</b><br>_____  | <b>9. Award Amount, if known:</b><br>\$ _____  |   |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>(if individual, last name, first name, MI):<br>_____<br>_____<br>_____  | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI):<br>_____<br>_____<br>_____ |   |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date (mm/dd/yyyy): _____   |   |
| <b>Federal Use Only:</b>   |  | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)  |

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32  
PROCUREMENT  
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR § 29**

875-060-13  
RIGHT OF WAY  
05/01  
Page 1 of 8

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
MANAGING DISTRICT: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_  
BID LETTING OF: \_\_\_\_\_

I, \_\_\_\_\_, hereby declare that I am  
(NAME)  
\_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (FIRM)  
of \_\_\_\_\_  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_  
NAME AND TITLE PRINTED

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

WITNESS: \_\_\_\_\_

Executed on this \_\_\_\_\_ day of \_\_\_\_\_

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

## REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

### *Instructions for Certification*

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

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES**

375-049-02  
 PROCUREMENT  
 01/16

Prime Contractor: \_\_\_\_\_

Address/Phone Number: \_\_\_\_\_

Procurement Number: \_\_\_\_\_

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

|                                 |                                  |  |
|---------------------------------|----------------------------------|--|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE  | 7. Annual Gross Receipts                             |
| 2. Firm Name: _____             | <input type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million       |
| 3. Phone: _____                 |                                  | <input type="checkbox"/> Between \$1 - \$5 million   |
| 4. Address: _____               |                                  | <input type="checkbox"/> Between \$5 - \$10 million  |
| _____                           |                                  | <input type="checkbox"/> Between \$10 - \$15 million |
| _____                           |                                  | <input type="checkbox"/> More than \$15 million      |
| 5. Year Firm Established: _____ |                                  |  |

|                                 |                                  |  |
|---------------------------------|----------------------------------|--|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE  | 7. Annual Gross Receipts                             |
| 2. Firm Name: _____             | <input type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million       |
| 3. Phone: _____                 |                                  | <input type="checkbox"/> Between \$1 - \$5 million   |
| 4. Address: _____               |                                  | <input type="checkbox"/> Between \$5 - \$10 million  |
| _____                           |                                  | <input type="checkbox"/> Between \$10 - \$15 million |
| _____                           |                                  | <input type="checkbox"/> More than \$15 million      |
| 5. Year Firm Established: _____ |                                  |  |

|                                 |                                  |  |
|---------------------------------|----------------------------------|--|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE  | 7. Annual Gross Receipts                             |
| 2. Firm Name: _____             | <input type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million       |
| 3. Phone: _____                 |                                  | <input type="checkbox"/> Between \$1 - \$5 million   |
| 4. Address: _____               |                                  | <input type="checkbox"/> Between \$5 - \$10 million  |
| _____                           |                                  | <input type="checkbox"/> Between \$10 - \$15 million |
| _____                           |                                  | <input type="checkbox"/> More than \$15 million      |
| 5. Year Firm Established: _____ |                                  |  |

|                                 |                                  |  |
|---------------------------------|----------------------------------|--|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE  | 7. Annual Gross Receipts                             |
| 2. Firm Name: _____             | <input type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million       |
| 3. Phone: _____                 |                                  | <input type="checkbox"/> Between \$1 - \$5 million   |
| 4. Address: _____               |                                  | <input type="checkbox"/> Between \$5 - \$10 million  |
| _____                           |                                  | <input type="checkbox"/> Between \$10 - \$15 million |
| _____                           |                                  | <input type="checkbox"/> More than \$15 million      |
| 5. Year Firm Established: _____ |                                  |  |

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:      BID SHEET (Invitation to Bid – ITB)  
 PRICE PROPOSAL (Request for Proposal – RFP)  
 REPLY (Invitation to Negotiate – ITN)**

# PART 9 – NO BID SURVEY

## GENERAL GOVERNMENT PROCUREMENT DIVISION SURVEY BID INFORMATION

INVITATION TO BID #: PWDA-210036-MS

DUE DATE: May 5<sup>th</sup> 2021  
@ 3:00 p.m., local time

BID TITLE: SW 27<sup>th</sup> Street- Multi Use Path (LAP 233989-1-58-01)

### IF YOU DO NOT BID

Please check the appropriate or explain:

- \_\_\_\_\_ 1. Not enough bid response time.
- \_\_\_\_\_ 2. Specifications not clear.
- \_\_\_\_\_ 3. Do not submit bids to Municipalities.
- \_\_\_\_\_ 4. Current work load does not permit time to bid.
- \_\_\_\_\_ 5. Delay in payment from Governmental agencies.
- \_\_\_\_\_ 6. Do not handle this item.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Are you a small business?  YES  NO

Are you a service-disabled veteran business?  YES  NO

*If you choose to not bid, complete this form, and either upload it into DemandStar.com or email to the procurement specialist.*



# CITY OF GAINESVILLE

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*Public Works Department*

## **Technical Specifications**

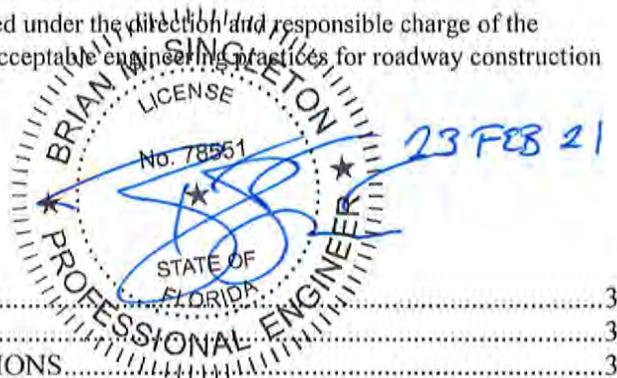
***Financial Project ID 433989-1-58-01***

**SW 27<sup>TH</sup> STREET MULTI-USE PATH (LAP 433989-1-58-01)**

**Project PW3072-0-EN-SW-RW**

The Technical Specifications denoted in this Table of Contents were prepared under the direction and responsible charge of the engineer below; the specifications herein are in compliance with generally acceptable engineering practices for roadway construction in the State of Florida.

Brian M. Singleton, P.E., Florida P.E. Registration Number 78551  
 City Engineer, City of Gainesville Public Works  
 405 NW 39<sup>th</sup> Avenue, Gainesville, Florida 32609



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## 01 GENERAL

All described in these specifications supplement the work detailed in the construction drawings for *Contract Plans, SW 27<sup>th</sup> Street Multi-Use Path, dated November 26, 2019*, prepared by DRMP. The aforementioned construction drawing are hereby incorporated into these Contract Documents by reference. In the event any work conflicts with the aforementioned construction drawings and these Technical Specifications, the provision herein shall prevail.

All work shall be performed in accordance with the construction drawings and the FDOT Standard Specifications for Road and Bridge Construction, July 2018 edition, except as provided for in these "Technical Specifications." Deviation from these standards will be permitted only upon presentation of specific written authorization by the City.

Whenever, in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, the following terms or their pronouns occur, they shall be defined as follows: Department of Transportation: City of Gainesville, Florida, or its duly authorized representative.

State Highway Engineer, State Transportation Engineer, District Engineer, Engineer of Materials and Tests, Engineer, Inspector: The City of Gainesville City Engineer.

## 02 STANDARD DOCUMENTS

Construction shown on the construction drawing shall conform to the technical portions of the:

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2018 edition, the Florida Greenbook, 2016 edition and the Americans with Disabilities Act Guidelines, except when otherwise indicated hereinafter.

The construction drawings reference Index Sheets and Standards which are the FDOT Standard Plans for Roadway and Bridge Construction, FY 2018-19 edition.

References to Article Numbers, hereinafter, apply to the FDOT Standard Specifications for Road and Bridge Construction, July 2018 edition.

All traffic control devices and procedures shall conform to the FDOT Standards and/or Federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2009 edition

## 03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS

All work on the roadway portion of this Contract shall conform to the applicable technical specifications of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2018 edition, and the current edition of Supplemental Specifications thereto, except as modified and supplemented hereinafter or in the "Technical Specifications" section. The following shall be interpreted as additions unless otherwise noted. In the event that any information contained hereinafter or in the "Technical Specifications" section conflict with the FDOT Standard Specifications, the provisions contained herein shall prevail.

### SECTION 1 DEFINITIONS AND TERMS

#### 1-3 Definitions:

##### Department

Shall be understood to be the City of Gainesville or authorized representative of the City.

##### Holidays

To Holidays listed, add Christmas Eve Day.

##### Substantial Completion

Substantial completion has been attained when all asphalt, sidewalk, handrail, initial striping, structures, signage, and final stabilization have been constructed and the City has inspected and accepted the work.

## **Supplemental Agreement**

This term shall be understood to be Change Order or Field Order.

## **Working Day**

Saturdays, Sundays and City-designated holidays are not considered working days. Unless prior approval is received from the City Engineer, work shall not be performed on these days.

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

Delete this section. Processing of bid proposals shall be in accordance with the "Invitation to Bid" in the Invitation to Bid package.

## **SECTION 3 AWARD AND EXECUTION OF CONTRACT**

Delete this section excluding the sections noted below. Awarding of bids shall be in accordance with the "Instruction to Bidders" in the Invitation to Bid package.

### **3-8 Audit of Contractor's Records**

Upon execution of the Agreement, the City reserves the right to conduct an audit of the Contractor's records pertaining to the project. The City or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-13. The City may also require submittal of the records from either the Contractor or any subcontractor or material supplier. As the City deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work.

Retain all records pertaining to the Agreement for a period of not less than three years from the date of the Engineer's final acceptance of the project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the City or its representative(s). For the purpose of this Article, records include but are not limited to all books of account, supporting documents, and papers that the City deems necessary to ensure compliance with the provisions of the Contract Documents.

If the Contractor fails to comply with these requirements, the City may disqualify or suspend the Contractor from bidding on or working as a subcontractor on future Agreements.

Ensure that the subcontractors provide access to their records pertaining to the project upon request by the City.

*Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.*

## **SECTION 4 SCOPE OF THE WORK**

Delete this section excluding the following:

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

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

The term "significant change" applies only when:

- (1) The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
- (2) A major item of work is defined as an increase in excess of 125% or decreased below 75% of the original Agreement quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Agreement item quantity in accordance with 4-3.2 below. In the

case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

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

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

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Engineer a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the City's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the City, the City will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the City thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the City.

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

**4-3.2.1 Allowable Costs for Extra Work:** The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed in a Change Order as outlined in the Agreement, Paragraph 25.3. In the event the Contractor must be paid in accordance with the Agreement, Paragraph 25.3.4, the following terms shall apply:

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

Payment for burden shall be limited solely to the following:

| Table 4-3.2.1 |                         |
|---------------|-------------------------|
| Item          | Rate                    |
| FICA          | Rate established by Law |

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

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

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Agreement,
- b. Actual Rate for items listed in Table 4 3.2.1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

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

Allowable Equipment Rates will be established as set out below:

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

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site

when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

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

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

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office shall be in accordance with the Agreement, Paragraph 25.3.4.4.

The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Agreement bond rate paid by the Contractor; the Contractor shall provide documentation to the City demonstrating the bond rate paid in order to receive additional compensation for bond premiums. No compensation for bond premium will be allowed for additional or unforeseen work paid via initial contingency pay items.

**4-3.2.2 Subcontracted Work:** Compensation for additional unforeseen work performed by subcontractor shall be limited solely to that provided in 4-3.2.1 and the Agreement, Paragraph 25.3.4.

#### **4-3.7 Differing Site Conditions**

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

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

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

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

#### **4-3.8 Changes Affecting Utilities**

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

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

#### **4-3.9 Cost Savings Initiative Proposal:** Remains in its entirety.

## SECTION 5 CONTROL OF THE WORK

Subsection 5-12 is replaced as follows:

### 5-12 Claims by Contractor:

**5-12.1 General:** When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Agreement, or for any other cause, the Contractor shall follow the procedures set forth in the Agreement, Paragraphs 24 through 26 and herein for preservation, presentation and resolution of the claim.

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

### 5-12.2 Notice of Claim:

**5-12.2.1 Claims for Extra Work:** Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract Documents or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim and submit the claim within the time limits outlined in the Agreement, Paragraphs 25 and 26. The notice and claim shall expressly notifying the Engineer that the Contractor intends to seek additional compensation and/or a time extension. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have five calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9. Failure by the Contractor to comply with the five calendar day notice shall constitute a waiver of the claim.

**5-12.2.2 Claims For Delay:** Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Agreement, or any other cause other than for work or materials not expressly provided for in the Contract Documents (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer of the intention to make a claim and submit the claim within the time limits outlined in the Agreement, Paragraphs 25 and 25 for a delay to a controlling work item. The notice and claim shall expressly notifying the Engineer that the Contractor intends to seek additional compensation and/or a time extension and provide a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have five calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9. Failure by the Contractor to comply with the five calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4.3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

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

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

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

**5-12.4** Action on Claim: The Engineer will respond in writing within 30 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 30 days after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract Documents. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after the terms of Exhibit 1, Paragraph E1-25 are met or after final acceptance per 5-11 of all work by the City or denial hereunder, whichever occurs last.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Agreement was being performed and for each of the five years prior to the commencement of this Agreement;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents

that establish which time periods and individuals were involved, and the hours and rates for such individuals.

## **SECTION 6 CONTROL OF MATERIALS**

Prior to ordering of materials, provide a material submittal for approval by the City for all materials & products that will be incorporated into the project. This shall include all materials included on the Approved Products List.

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

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

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

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

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

**6-5.2 Source of Supply-Steel:** Use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract Price or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the manufacturer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. Prior to the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

## **SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC**

Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the FDOT's website at the following URL address

<http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf>. Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

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

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

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

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

These guidelines are posted at the following URL address:  
[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2).

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

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

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

#### **7-1.8 Compliance with Section 4(f) of the USDOT Act**

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

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

#### **7-11.5.3 Utility Adjustments**

Utility work which will be accomplished concurrently with this Agreement will involve facilities owned by other agencies. Utility Schedules (Utility Relocation and/or Work Schedules) for these agencies are posted as part of the advertisement for this project on DemandStar or in these Specifications. Take responsibility to obtain this information and comply with all requirements posted on the website up through seven calendar days before opening of bids. Contractor shall incorporate all posted schedules within their bid and work schedule.

#### **7-13 Insurance**

Delete this subsection.

**7-14 Contractor’s Responsibility for Work**

This subsection is replaced with the following:

The Contractor will take charge and custody of the Work, and take every necessary precaution against damage to the Work, by the action of the elements or from any other cause whatsoever, until the City’s final acceptance of the Work. The Contractor will rebuild, repair, restore, and make good, all damage to any portion of the Work occasioned by any of the above causes before final acceptance of the Agreement.

The City will have no obligation to pay any reimbursement for damage caused by the execution or non-execution of the Work by the Contractor or its sub-contractors, or damage the Contractor was negligent in preventing.

For damage to installed material caused by third parties, the Contractor shall pursue recovery from the third party. The City shall not reimburse the Contractor for repair costs due to damage, theft or vandalism to installed material caused by third parties. If the third party is unknown or the Contractor is unable to obtain recovery from the third party, the Contractor may pursue recovery through its Insurance Policy.

The Department may, at its discretion, reimburse the Contractor for the repair of damage to the Work not caused by a third party and due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of a public enemy, or of governmental authorities.

**7-16 Wage Rates for Federal-Aid Projects**

For this Agreement, payment of predetermined minimum wages applies.

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

| Wage Rate Decision Number | Associated Work |
|---------------------------|-----------------|
| FL20210157                | Highway         |

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

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Agreements, refer to the FDOT’s Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

Contact the FDOT’s Prevailing Wage Rate Coordinator at (850) 414-4688 if the Department’s website cannot be accessed or there are questions.

**7-22 Available Funds**

Delete this subsection.

**7-23 Contractor's Motor Vehicle Registration**

Delete this subsection.

**7-24 Disadvantaged Business Enterprise Program**

**7-24.1** Delete this subsection

**7-24.2** Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Agreement the City signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the

Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

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

**7-24.3** Delete this subsection

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

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

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

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

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

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

**7-24.5** Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

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

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE’s own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE’s subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.
5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.
6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with

- respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.
  8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
  9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
  10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

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

**7-25 On-The-Job Training Requirements**

This subsection is incorporated in its entirety. This is a Federal Aid Contract and on-the-job training is required provided that the thresholds are met in accordance with this subsection.

**7-26 Cargo Preference Act – Use of United States-flag vessels.**

Pursuant to Title 46CFR Part 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

**7-30 E-Verify**

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

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

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

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.
4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the Agreement until the Contractor complies, or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

- accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

**SECTION 8 PROSECUTION AND PROGRESS**

**8-1 Subletting or Assigning of Contracts**

Provisions concerning subcontracts are contained in the Agreement.

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

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

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

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

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

**8-3-3 Beginning Work: Delete this subsection.**

**8-6 Suspension of Contractor’s Operations**

**8-6.1 Authority to Suspend Contractor’s Operations:** The Engineer has the authority to suspend the Contractor’s operations, wholly or in part. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor’s operations. The Department may grant an extension of Contract Time in accordance with 8-7.3.2 when determined appropriate in the Department’s sole judgment.

No additional compensation or time extension will be paid or granted to the Contractor when the operations are suspended for the following reasons:

1. The Contractor fails to comply with the Contract Documents.
2. The Contractor fails to carry out orders given by the Engineer.
3. The Contractor causes conditions considered unfavorable for continuing the Work.

Immediately comply with any suspension order. Do not resume operations until authorized to do so by the Engineer in writing. Any operations performed by the Contractor, and otherwise constructed in conformance with the provisions of the Agreement, after the issuance of the suspension order and prior to the Engineer's authorization to resume operations will be at no cost to the Department. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself for the City to declare the Contractor in default; the Contractor shall not have a time period to correct the conditions for which the suspension was ordered.

**8-6.1.1 State of Emergency:** The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency or a Local State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The City, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension. Further, in such instances, the City's determination as to entitlement to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis

#### **8-6.4 Suspension of Contractor's Operations - Holidays and Special Events**

For working day contracts, a working day shall not be charged for such suspensions.

### **8-7 Computation of Contract Time**

**8-7.1 General:** Perform the contracted work fully, entirely, and in accordance with the Contract Documents within the Contract Time as specified by the Contract Documents, or as may be extended in accordance with the provisions herein below.

**8-7.2 Date of Beginning of Contract Time:** Delete this subsection.

#### **8-7.3 Adjusting Contract Time**

**8-7.3.1 Increased Work:** The Department may grant an extension of Contract Time when it increases the Contract Price due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

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

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

The City does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a monthly basis. The Contractor shall submit a request for additional time due to the effects of weather monthly in accordance with the Agreement, Paragraph 26.

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

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

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

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

The City will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall submit substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

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

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

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.
2. Utility work actually affected progress toward completion of controlling work items.
3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

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

Notice of intent to file a Contract Time Claim in accordance with the Agreement, Paragraph 26. If the Contractor fails to submit this required notice for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in accordance with the Agreement, Paragraph 26 after the elimination of the delay to the controlling item of work identified in the aforementioned notice. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the City to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the notice of claim for Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of

performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

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

**8-8** Failure of Contractor to Maintain Satisfactory Progress: Delete this subsection.

**8-9** Default and Termination of Contract: Delete this subsection.

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

**8-10.1:** Highway Code Requirements Pertaining to Liquidated Damages: Delete this subsection

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

| Original Contract Price                 | Daily Charge Per Calendar Day  |
|---|--|
| \$50,000 and under                      | \$956  |
| Over \$50,000 but less than \$250,000   | \$964  |
| \$250,000 but less than \$500,000       | \$1,241  |
| \$500,000 but less than \$2,500,000     | \$1,665  |
| \$2,500,000 but less than \$5,000,000   | \$2,712  |
| \$5,000,000 but less than \$10,000,000  | \$3,447  |
| \$10,000,000 but less than \$15,000,000 | \$4,866  |
| \$15,000,000 but less than \$20,000,000 | \$5,818  |
| \$20,000,000 and over                   | \$9,198 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar) |

**8-10.3** Determination of Number of Days of Default: For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Engineer will count default days in calendar days.

**8-10.4** Conditions under which Liquidated Damages are Imposed: If the Contractor or, in case of its default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted then the Contractor or, in case of its default, the surety shall pay to the City, not as a penalty, but as liquidated damages, the amount so as provided in 8-10.2.

**8-10.5** Right of Collection: The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor.

**8-10.6** Allowing Contractor to Finish Work: The City does not waive its right to liquidated damages due under the Agreement by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time.

**8-10.7** Completion of Work by the City: In the case of a default of the Agreement and the completion of the work by the City, the Contractor and its surety are liable for the liquidated damages under the Agreement, but the City will not charge liquidated damages for any delay in the final completion of the City’s performance of the work due to any unreasonable action or delay on the part of the City.

**8-11** Release of Contractor’s Responsibility: Delete this subsection

**8-12** Recovery of Damages Suffered by Third Parties: Delete this subsection

## **SECTION 9 MEASUREMENT AND PAYMENT**

Delete this section except for Section 9-2 and Section 9-5.

Section 9-2 is expanded as follows:

### **9-2** Scope of Payments.

Measurement and payment of quantities shall be as measured once installed and accepted. Measurement shall be in the form of the applicable unit. Exceptions are materials stockpiled due to availability prior to need, for which 100% of invoice may be paid, not to exceed 75% of bid price for the installed and accepted material. Progress payments and final payments will be in accordance with the Agreement.

**9-2.1.1** Fuels: Delete this subsection.

Section 9-5 is replaced as follows:

### **9-5** Partial Payments.

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

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

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

### **9-5.3** Unsatisfactory Payment Record:

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

**9-5.3.2** Withholding Payment for Failure to Comply: The City will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 30 days after beginning work:

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

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

**9-5.4** Release of Retainage After Acceptance: Delete this subsection.

**9-5.5** Partial Payment for Delivery of Certain Materials: Delete this subsection.

**9-5.6** Certification of Payments to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the City has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the City will make a further progress (partial) payment. The

Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the City. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the City.

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

## **SECTION 102 MAINTENANCE OF TRAFFIC**

### **102-5.1 Standards**

Basic principles and minimum standards for all traffic maintenance activities will be in accordance with the current edition of the Index of Roadway and Traffic Design Standards and the Manual on Uniform Traffic Control Devices.

The Contractor shall be responsible for preparation of maintenance of traffic plan; the contractor may utilize the plan contained in the Construction Drawings, however utilization of the plan does not relieve the contractor of any of its duties in this section. Develop and submit a maintenance of traffic plan in accordance with the Agreement. This item shall also include all temporary pavement markings and the placement of the workzone RPM's on all asphalt intermediate surfaces. RPM's, temporary and final, shall be placed prior to opening the roadway to traffic. This section shall include the usage of portable changeable messages signs (PCMS) for at least one week prior to the start of construction to alert motorist of pending construction and during construction to alert motorist of changes in the traffic patterns or signalization control. The section shall include maintenance of pedestrian and bicycle accessibility through the work zone in accordance with FDOT and ADA standards at all times. This section shall include an off duty law enforcement officer anytime a flagman is required in a signalized intersection. This section shall include relocation of mailboxes as required for maintenance of postal service, the temporary relocation of signs for visibility for emergency responders and final relocation. It is the Contractor's responsibility to replace any signs that are damaged during construction.

Access to all driveways shall be provided at all times unless a closure is coordinated with the property owner. Coordination for driveway access with the property owners shall be the responsibility of the contractor. The contractor shall provide and maintain temporary vehicle detection at all traffic signals; use of infrared detectors are prohibited. The contractor shall notify the City at least two working days prior to any planned closures.

**No lane closures will be permitted prior to 8:00 AM daily.**

### **102-13 Basis of Payment**

All traffic control devices (including signs), warning devices and barriers shall be furnished and maintained by the Contractor. Cost of all devices necessary for conformance to the FDOT Standard Plans for Roadway and Bridge Construction and this section shall be included in lump sum bid item for Maintenance of Traffic, unless bid separately.

## **SECTION 104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION**

This section shall include the installation, cost and maintenance of any materials to comply with construction drawings, the Stormwater Pollution Prevention Plan, the Erosion & Sedimentation Control Plan and any other regulations as required by law for any work done under this Agreement. This section shall include filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge. Develop and submit Stormwater Pollution Prevention Plan and/or an Erosion & Sedimentation Control Plan in accordance with the Agreement if the plan(s) are not included in the construction drawings.

### **104-10 Basis of Payment**

The installation and maintenance of all items for conformance to this section shall be included LS bid item for prevention, control and abatement of erosion and water pollution unless bid separately.

## **SECTION 107 LITTER REMOVAL AND MOWING**

The contractor shall perform litter removal, mowing and edging of the right-of-way as directed by the City Inspector.

**107-4 Basis of Payment**

Payment for litter removal, mowing and edging shall be bid in mowing pay item per acre.

**SECTION 110 CLEARING AND GRUBBING**

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner. The contractor shall salvage to the City any item as determined by the City.

This section shall include the saw-cutting of existing driveways & sidewalks and any clearing within the limits of construction.

This section shall include trimming trees and vegetation to a height of 8 ft. above the sidewalks/paths and 2 ft. beyond either side of the sidewalks/paths. The contractor shall notify the City Arborist 48 hours prior to any planned trimming operations. All tree trimming and root pruning shall be performed in accordance with ANSI A300 and Z133 Standards.

**110-7 Removal of Existing Concrete**

Removal or relocation of pipe, pipe end treatments, drainage structures, fence and any other items noted in the plans or not noted in the plans not covered by other sections, within the limits of construction, shall be included in this section.

**110-12 Basis of Payment**

All work required under this section shall be bid in lump sum item for clearing & grubbing unless bid separately.

**SECTION 120 EXCAVATION AND EMBANKMENT (LAP) (REV 1-23-12) (FA 2-27-12)**

Delete this section and replace with the following:

**120-1 Description.**

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

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

This section shall include spreading, redistributing and compacting of any on-site materials as required by the plans and the redistribution or removal onsite material required to attain the proposed grades as indicated on the plans.

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

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

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

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

**120-2 Classes of Excavation.**

**120-2.1 Excavation of Unsuitable Material:** Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template and undercut or overexcavated material from pond construction not suitable for back-fill or embankment construction. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the

finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

**120-2.2 Lateral Ditch Excavation:** Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

**120-2.3 Channel Excavation:** Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

**120-2.4 Excavation for Structures and Pipe:** Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

### **120-3 Excavation Requirements.**

**120-3.1 Excavation and Replacement of Unsuitable Materials:** Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

**120-3.2 Lateral Ditch Excavation:** Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

**120-3.3 Channel Excavation:** Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

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

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

#### **120-3.4.2 Earth Excavation:**

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

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

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

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

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

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

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

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

**120-4.2 RESERVED**

**120-4.3 Disposal of Paving Materials:** Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

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

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

**120-5 Materials for Embankment.**

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

Construct the embankment using maximum particle sizes as follows:

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

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

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

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

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

**120-5.2 Use of Materials Excavated From the Roadway and Appurtenances:** Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

**120-5.3 Authorization for Use of Borrow:** Use borrow only when sufficient quantities of suitable material are not available from roadway, pond and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until ordered by the Engineer of Record or the County Inspector, and then only use material from approved borrow pits.

**120-5.3.1 Haul Routes for Borrow Pits:** Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

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

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

to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

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

## **120-6 Embankment Construction.**

**120-6.1 General:** Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Special requirements for pond embankment are specified in the construction plans.

### **120-6.2 Dry Fill Method:**

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

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

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

**120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines:** Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

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

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

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

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

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

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

### **120-6.3 Hydraulic Method:**

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

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

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

**120-7 Compaction Requirements.**

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

**120-7.2 Compaction of Embankments:**

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

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

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

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

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

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

**120-7.2.6 Compaction of Grassed Shoulder Areas:** For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

**120-7.2.7 Compaction of Grassed Embankment Areas:** For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

**120-7.3 Compaction of Subgrade:** If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

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

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

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

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

**120-8.1.1 General:** Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

**129-8.1.2 Equipment and Methods:** Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal

dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

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

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

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

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

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

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

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

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

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

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

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

**120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:**

**120-8.3.1 General:** Trenches for pipe may have up to four zones that must be backfilled.

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

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

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

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

**120-8.3.2 Material:**

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

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

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

**120-8.3.3** Compaction:

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

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

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

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

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

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

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

**120-9** Acceptance Program.

**120-9.1** Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

**120-9.2** Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

**120-9.3** Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

**120-9.4** Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.

**120-9.5** Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-6.3;
- 2) material placed outside the standard minimum slope as specified in 120-6.2.4;
- 3) other areas specifically excluded herein.

**120-9.6** Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

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

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

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

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

**120-11** Construction.

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

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

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

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

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

**120-12** Method of Measurement.

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

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

**120-13** Basis of Payment.

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

**120-13.2** Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes

other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

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

## **SECTION 125 EXCAVATION FOR STRUCTURES AND PIPE**

Density requirements shall be in accordance with the modification provided herein for Section 120. Exceptions provided for outside of roadway embankment still apply.

## **SECTION 160 STABILIZING**

**LBR Stabilization:** After stabilization and mixing, sample to a depth of 12" minimum for each change of subgrade material, or each section of subgrade with differing amounts of added stabilizing material. Minimum of 2 tests per mile of roadway. No less than 2 determinations shall be made per project. Verify width and depth of stabilization every 200 foot.

**Density:** No less than one density determination per 500 feet of subgrade or one per each section of roadway between intersections or between intersections and ends of cul-de-sac roads. Density shall be as specified on design plans, utilizing the proctor sample as modified for the LBR testing. Subgrade densities performed solely for placement of curb shall not satisfy requirements for subgrade density verification prior to base material placement. Curb densities shall be performed at the same frequency as subgrade densities. Portions of subgrade not worked as a part of overall compactive effort or sections replaced as rework or repair, shall be tested for density and bearing value prior to placement of base rock.

### **160-4.1.4.3.1 Under-tolerances in Bearing Value Requirements**

Where plans call for a minimum LBR value, under tolerance criteria is not applicable.

## **SECTION 200 ROCK BASE**

Limerock shall be constructed to specified thickness and shall be compacted to 98% AASHTO T-180. No less than one density determination per 500 linear feet of base. Minimum of one density test between intersections or intersection and end of cul-de-sac roads. A minimum of 2 densities per project shall be performed.

### **200-9 Calculations for Average Thickness of Base**

Delete this section.

### **200-10 Method of Measurement**

Delete this section. Quantity to be paid for will be the as measured square yards of rock base with the minimum thickness, shaped to the required line, grade, and profile.

## **SECTION 285 OPTIONAL BASE COURSE**

Limerock shall be constructed to specified thickness and shall be compacted to 98% AASHTO T-180. No less than one density determination per 500 linear feet of base. Minimum of one density test between intersections or intersection and end of cul-de-sac roads. A minimum of 2 densities per project shall be performed.

### **285-7 Calculations for Average Thickness of Base**

Delete this section.

### **285-8 Method of Measurement**

Delete this section. Quantity to be paid for will be the as measured square yards of rock base with the minimum thickness, shaped to the required line, grade, and profile OR as noted in the bid tab.

## **SECTION 300 PRIME AND TACK COATS FOR BASE COURSES**

**300-10 Basis of Payment**

Cost of priming will be included in the unit cost per square yard of limerock, asphalt base or structural asphalt. Cost of tack coats shall be included in the unit cost of asphaltic concrete to be placed.

**SECTION 330 HOT BITUMINOUS MIXTURES, GENERAL CONSTRUCTION REQUIREMENTS**

The Contractor shall furnish asphaltic concrete from a FDOT certified plant. The Contractor’s quality control shall be implemented in accordance with Section 330 during the course of providing materials for the project.

**SECTION 334 SUPERPAVE ASPHALT CONCRETE (LAP) (REV 1-26-15) (FA 1-29-15)**

Delete this section and replace with the following:

**334-1 Description.**

**334-1.1 General**

Construct a Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract Documents and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use a HMA mix that meets the requirements of this specification

**334-1.2 Asphalt Work Mix Categories**

Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:

**334-1.2.1** Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

**334-1.2.2** Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

**334-1.2.3** Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

**334-1.3 Mix Types**

Use the appropriate HMA mix as shown in Table 334-1.

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

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

**334-1.4 Gradation Classification**

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

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

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

**334-1.5 Thickness**

The total pavement thickness of the HMA pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan

spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{\text{mm}} \times 43.3$$

where:  $t$  = Thickness (in.) (Plan thickness or individual layer thickness)  
 $G_{\text{mm}}$  = Maximum specific gravity from the mix design

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

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

- Type SP-9.5, FC-9.5 ..... ¾ – 1-1/2 inches
- Type SP-12.5, FC-12.5 ..... 1 ½ – 2-1/2 inches

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

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by ½ inch, and the maximum allowable thickness may be increased by ½ inch, unless called for differently in the Contract Documents.

**334-1.6 Weight of Mixture**

The weight of the mixture shall be determined as provided in 320-2.2 of the Florida Department of Transportation (FDOT) specifications.

**334-2 Materials.**

**334-2.1 Superpave Asphalt Binder**

Unless specified elsewhere in the Contract Documents or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Qualified Products List (QPL). If the Contract Documents call for an alternative binder, meet the requirements of FDOT Specifications Section 337 or 916, as appropriate.

**334-2.2 Aggregate**

Use aggregate capable of producing a quality pavement.

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

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

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

**334-2.3 Reclaimed Asphalt Pavement (RAP) Material**

**334-2.3.1 General requirements:** RAP may be used as a component of the asphalt mixture, if approved by the Engineer. Usage of RAP is subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
3. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse

portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

**334-2.3.2** Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity ( $G_{sb}$ ) of the RAP material based on a representative sampling of the material.

**334-2.3.3** Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

| Table 334-2<br>Asphalt Binder Grade for Mixes Containing RAP |                      |
|--|----------------------|
| Percent RAP  | Asphalt Binder Grade |
| < 20   | PG 67-22             |
| 20 – 29  | PG 58-22             |
| ≥ 30   | PG 52-28             |

**334-3** Composition of Mixture.

**334-3.1** General

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

**334-3.2** Mix Design

**334-3.2.1** General: The Contractor shall use a valid, currently approved FDOT Mix Design. Copies of approved mix design shall be provided by the Contractor and shall be approved by the City prior to use. Design the asphalt mixture in accordance with AASHTO R 35-09, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer’s conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification.

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

**334-3.2.2** Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

**334-3.2.2.1** Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes.

**334-3.2.3** Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-12 with the following exceptions: use the number of gyrations at  $N_{design}$  as shown in Table 334-3.

| Table 334-3<br>Gyratory Compaction Requirements |                                  |
|---|----------------------------------|
| Traffic Level                                   | $N_{design}$ Number of Gyrations |
| A   | 50                               |
| B   | 65                               |
| C   | 75                               |

**334-3.2.4 Design Criteria:** Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6.  $N_{initial}$  and  $N_{maximum}$  requirements are not applicable.

**334-3.2.5 Moisture Susceptibility:** Test 4 inch specimens in accordance with FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List or hydrated lime in order to meet these criteria.

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

**334-3.2.6 Additional Information:** In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations ( $N_{design}$ ).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity ( $G_{sb}$ ) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the mix designer.
11. The ignition oven calibration factor.

**334-4 Process Control**

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

**334-5 General Construction Requirements**

**334-5.1 Weather Limitations**

Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

**334-5.2 Limitations of Paving Operations**

**334-5.2.1 General:** Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken.

**334-5.2.2 Air Temperature:** Spread the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-4.

| Table 334-4<br>Ambient Air Temperature Requirements for Paving                                 |                          |
|--|--------------------------|
| Layer Thickness or Asphalt Binder Type   | Minimum Temperature (°F) |
| ≤1 inch  | 50                       |
| Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C | 45                       |
| Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C | 40                       |

### 334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range.

### 334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

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

**334-5.5.1** Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

**334-5.5.2** Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

**334-5.5.3** Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

**334-5.5.4** Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gal. per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

| Asphalt Mixture Type   | Underlying Pavement Surface                     | Target Tack Rate (gal/yd <sup>2</sup> ) |
|--|---|---|
| Base Course, Structural Course, Dense Graded Friction Course | Newly Constructed Asphalt Layers                | 0.03 minimum                            |
|  | Milled Surface or Oxidized and Cracked Pavement | 0.06                                    |
|  | Concrete Pavement                               | 0.08                                    |
| Open Graded Friction Course                                  | Newly Constructed Asphalt Layers                | 0.05                                    |
|  | Milled Surface                                  | 0.07                                    |

### 334-5.6 Placing Mixture

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

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

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

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

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

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

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

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by  $\pm 50$  lbs per sy for layers  $\geq 2.5$  inches or exceeds the target spread rate by  $\pm 25$  lbs per sy for layers  $< 2.5$  inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

**334-5.6.7 Material Transfer Vehicle:** For Category 2 and Category 3 work, all final surfaces courses the contractor shall utilize a remixing material transfer vehicle (example: Roadtec MTV1000 or Terex CR662RM) to allow for continuous paving and remixing of asphalt materials.

### **334-5.7 Leveling Courses**

**334-5.7.1 Patching Depressions:** Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

**334-5.7.2 Spreading Leveling Courses:** Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

**334-5.7.3 Rate of Application:** When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

### **334-5.8 Compaction**

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

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

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

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

### **334-5.9 Joints**

**334-5.9.1 Transverse Joints:** Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

**334-5.9.2 Longitudinal Joints:** For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

### **334-5.10 Surface Requirements**

Construct a smooth pavement with good surface texture and the proper cross slope.

**334-5.10.1 Texture of the Finished Surface of Paving Layers:** Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding,

flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent  $G_{mm}$  of the segregated area using the average  $G_{mb}$  of the roadway cores and the representative PC  $G_{mm}$  for the questionable material. If the average percent  $G_{mm}$  is less than 90.0, address the segregated area in accordance with 334-5.10.4.

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

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

**334-5.10.3.1 Straightedge Testing:**

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

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

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

**334-5.10.4 Correcting Unacceptable Pavement:** Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides of the defective area for the full width of the paving lane, at no additional cost. Alternatively, the engineer reserves the right to accept the deficient area at no pay or reduced pay.

**334-6 Acceptance of the Mixture**

**334-6.1 General**

Contractor Quality Control test results may be verified by the County by separate sample.

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

**334-6.2 Certification by the Contractor**

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

**334-6.3 Certification and Process Control Testing by the Contractor & City**

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract Documents, utilize an Independent Laboratory as approved by the Engineer for the process

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

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

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

| Characteristic                    | Tolerance            |
|-----------------------------------|----------------------|
| Asphalt Binder Content (percent)  | Target ± 0.55        |
| Passing No. 8 Sieve (percent)     | Target ± 6.00        |
| Passing No. 200 Sieve (percent)   | Target ± 2.00        |
| Roadway Density (daily average)   | Minimum 90.0% of Gmm |
| Roadway Density (any single core) | Minimum 88% of Gmm   |

**334-6.4** Process Control Testing by the Contractor and Acceptance Testing by the Engineer

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

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

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

**334-7** Method of Measurement

For the work specified under this Section, the quantity to be paid for the area placed and accepted in square yards or will be the weight of the mixture, in tons.

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

**334-8 Basis of Payment**

**334-8.1 General**

Price and payment will be full compensation for all the work specified under this Section (including the applicable requirements of Sections 320 and 330). No composite pay factor will be paid.

**SECTION 337 ASPHALT CONCRETE FRICTION COURSES**

**337-2.2 Asphalt Binder**

Use a PG 76-22 asphalt binder meeting the requirements of 916-1.

**337-6.1 FC-9.5 and FC-12.5**

Mixture acceptance shall meet the requirements of 334-6.

**337-7.8 Material Transfer Vehicle**

The contractor shall utilize a remixing material transfer vehicle (example: Roadtec MTV1000 or Terex CR662RM) to allow for continuous paving and remixing or asphalt materials.

**337-11 Method of Measurement**

There will be no separate payment for the asphalt or unit price adjustment for binder material in the asphalt mix.

**337-12 Basis of Payment**

**337-12.1 General**

No composite pay factor will be paid. Material acceptance shall meet the requirements of 334-6.

**SECTION 344 CONCRETE FOR LAP (OFF-SYSTEM) (REV 12-20-11) (FA 2-27-12)**

Delete Section 346 and Section 347 and replace with the following:

Mix designs may be utilized that have current approval by FDOT for use in the appropriate application for the appropriate class of concrete. Copies of approved concrete mix design shall be provided by the Contractor and shall be approved by the City prior to use.

**344-1 Description.**

**344-1.1 General**

Construct concrete based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

**344-1.2 Work Categories**

Construction will fall into one of the following concrete work categories:

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

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

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

**344-2 Materials.**

**344-2.1 General**

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

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

**344.2.1.2 Coarse and Fine Aggregates:** Aggregates shall meet ASTM C 33. Source approval by the FDOT is required.

**344.2.1.3 Water:** Water shall meet the requirements of ASTM C 1602.

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

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

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

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

**344-3.1 Concrete Production Requirements**

**344.3.1.1 Category 1:** Use a concrete production facility that is listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

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

**344.3.1.3 Class 3:** Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete

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

| Class              | Minimum Strength (28 day) (psi) | Target Slump (inches) | Target Range (inches) | Air Content Range (%) | Minimum Total Cementitious Materials Content (lb/yd <sup>3</sup> ) | Maximum Water to Cementitious Material Ratio (lb/lb) |
|--------------------|---------------------------------|-----------------------|-----------------------|-----------------------|--|--|
| Category 1         |                                 |                       |                       |                       |  |  |
| Class NS           | 2,500                           | N/A                   | N/A                   | N/A                   | N/A  | N/A  |
| Category 3         |                                 |                       |                       |                       |  |  |
| I                  | 3,000                           | 3                     | ± 1.5                 | 1.0 to 6.0            | 470  | 0.53   |
| I (Pavement)       | 3,000                           | 2                     | ± 1.5                 | 1.0 to 6.0            | 470  | 0.50   |
| II                 | 3,400                           | 3                     | ± 1.5                 | 1.0 to 6.0            | 470  | 0.53   |
| II (Bridge Deck)   | 4,500                           | 3                     | ± 1.5                 | 1.0 to 6.0            | 611  | 0.44   |
| III                | 5,000                           | 3                     | ± 1.5                 | 1.0 to 6.0            | 611  | 0.44   |
| III (Seal)         | 3,000                           | 8                     | ± 1.5                 | 1.0 to 6.0            | 611  | 0.53   |
| IV                 | 5,500                           | 3                     | ± 1.5                 | 1.0 to 6.0            | 658  | 0.41   |
| IV (Drilled Shaft) | 4,000                           | 8.5                   | ± 1.5                 | 0.0 to 6.0            | 658  | 0.41   |

|             |       |   |       |            |     |      |
|-------------|-------|---|-------|------------|-----|------|
| V (Special) | 6,000 | 3 | ± 1.5 | 1.0 to 6.0 | 752 | 0.37 |
| V           | 6,500 | 3 | ± 1.5 | 1.0 to 6.0 | 752 | 0.37 |
| VI          | 8,500 | 3 | ± 1.5 | 1.0 to 6.0 | 752 | 0.37 |

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

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

**344-3.4 Concrete Mix Design:** For all categories, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

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

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

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

**344-3.6 Placing Concrete:**

**344.3.6.1 Placing Concrete in Cold Weather:** Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

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

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

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

**344-3.7 Mixers:** For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

**344-3.8 Small Quantities of Concrete:** With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

**344-3.9 Sampling and Testing:**

**344.3.9.1 Category 1:** The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi<sup>3</sup>

**344.3.9.2 Category 2:** No sampling and testing is required for category 2

**344.3.9.3** Category 3: The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

**344-3.10** Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.

**344-4** Acceptance of Work.

**344-4.1** Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

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

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

**344-4.4** Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

**344-5** Method of Measurement.

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

**344-6** Basis of Payment.

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

## **SECTION 400 CONCRETE STRUCTURES**

**400-1** Description:

This section shall include over-excavation and backfilling of materials as required by the detail noted in the plans and shall include the foundation preparation requirements per 400-011(Section 455 – D. Spread Footings for the construction of gravity walls including all dewatering requirements.

**400-23** Basis of Payment:

Price and payment for all work included in this section shall be included in the unit cost of concrete for each of the various classes unless bid separately.

## **SECTION 425 INLETS, MANHOLES AND JUNCTION BOXES**

All inlet throat, invert, pipe cutting and grout work shall be completed prior to inlet top construction. Inlet top construction shall be completed prior to placement of asphalt.

**425-8** Basis of Payment:

This section shall include all work and materials required to place, adjust and connect structures to pipes in-place as required by the plans.

## **SECTION 430 PIPE CULVERTS**

This section includes all pipe, grates (when required), fasteners, reinforcement, connectors, anchors, concrete, sealants, jackets, coupling bands, and all work required to install the pipe and end treatments.

### 430-3 Type of Pipe to be Used

The pipe shall be concrete or suitable equivalent approved by the Engineer unless otherwise specified in the plans.

### 430-11.1 New Pipe Installed by Excavation or Trenching

Quantities of pipe to be paid shall be as measured, in-place and accepted.

## SECTION 440 UNDERDRAINS

Underdrain pipe shall be 6" schedule 40 PVC and this section shall include flush mounted cleanout structures at each end of pipe run and every 250 ft.

## SECTION 522 CONCRETE SIDEWALK AND DRIVEWAYS

Any and all final sidewalk in excess of a 2% cross slope, regardless of any interim phase inspection acceptance, shall be replaced at the contractor's expense. No tolerance in excess of 2% will be accepted.

All ADA ramps shall be constructed with 6" thick concrete. All 6" thick concrete (ramps, driveways, turnouts, etc.) shall require 6x6 WWM or 1.5 lb polypropylene fiber mesh per CY.

**The plans do not denote 6" thick concrete for the curb ramps. However, all ramps shall be 6" thick. The Contractor shall coordinate directly with the City inspector to confirm the limits of the 6" thick concrete.**

## SECTION 527 DETECTABLE WARNINGS

### 527-2 Materials

Detectable warning surfaces outside of FDOT right-of-way shall be clay or concrete red brick. No post-applied materials or wet-set materials are acceptable.

### 527-4 Method of Measurement

Detectable warning surfaces placed in newly constructed sidewalk/curb ramps outside of FDOT right-of-way will be paid by the square foot furnished, installed and accepted.

### 527-5 Basis of Payment

Pay Item – Detectable Warning Surface – SF

**The plans do not denote 6" thick concrete base beneath detectable warning areas. However, the concrete base for all detectable warning areas shall be 6" thick.**

## SECTION 536 GUARDRAIL

### 536-6 Basis of Payment

Shop bent panel and any special guardrail post required shall be included in the cost of the basic guardrail item unless an items are bid separately.

## SECTION 570 PERFORMANCE TURF

### 570-3.2 Seeding

The contractor shall furnish to the City Inspector, prior to placement of any seed, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industries, stating that the seed is free of noxious weeds, including tropical soda apple. All seed materials shall be subject to inspection by the City Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

### 570-3.3 Sod

Any portion of the existing right-of-way, including all easements, that is disturbed outside the limits of construction shall be sodded at the contractor's expense as directed by the City Inspector. The contractor shall furnish to the County Inspector, prior to placement of any sod, a certification from the Florida Department of Agriculture and Consumer

Services Division of Plant Industries, stating that the sod is free of noxious weeds, including tropical soda apple. All sod materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

Contractor may elect to use hydroseed in lieu of sod. Contractor shall be responsible to maintain erosion control on areas that are stabilized with hydroseed. The City shall not make payment for redressing of areas the contractor elects to place hydroseed due to erosion.

**570-9 Basis of Payment**

Payment for fertilizer, seed, and mulch will be by a single pay item for “seed and mulch.” Applications of all items will be to appropriate standards applicable for the season. Cost of netting or soil to hold mulch on 3:1 or greater slopes shall be included in the bid item unit cost.

**SECTION 660 VEHICLE DETECTION SYSTEM**

All loops shall be 30 ft in length unless otherwise noted in the plans.

**SECTION 665 PEDESTRIAN DETECTOR SYSTEM**

All detectors shall be Pelco Model SP-1090-FL unless otherwise noted in the plans.

**SECTION 700 HIGHWAY SIGNING**

Generally: All signage shall be attached to posts with stainless steel bolts and vandal proof stainless steel nuts.

Posts: When the contractor has the option for sign post type, the sign post type shall be uni-strut square post for street name assemblies and 2 lb/lf u-channel posts for all other sign types.

Post Installed in Concrete – The following minimum standards shall be followed:

1. A 6 inch long, 8 inch round, schedule 40 PVC pipe shall be buried so it is thru the entire concrete pour and each end is open and accessible.
2. The top opening of the sign tube shall be flush with the surface of the sidewalk and empty of debris for the entire length.
3. Duct tape shall be applied over the top prior to a post being installed so debris cannot enter the opening.
4. The pipe shall be buried not driven into the ground.
5. The pipe shall be installed before the concrete pour and the concrete poured around the pipe, leaving the top of the pipe exposed for sign installation.

Post Installed in Brick – The following minimum standards shall be followed:

1. A 6 inch long, 8 inch round, schedule 40 PVC pipe is to be buried.
2. The top opening of the sign tube shall be flush with the surface of the brick sidewalk and empty of debris for the entire length.
3. Duct tape shall be applied over the top prior to a post being installed so debris cannot enter the opening.
4. If a concrete base is poured for the bricks the PVC tube is to go the length of the bricks and the concrete so there is an opening of the tube at the top and one at the bottom below the concrete.
5. The pipe shall be installed before the concrete pour and the concrete poured around the pipe, leaving the top of the pipe exposed for sign installation.

Post Mounted Street Name Signs – The following minimum standards shall be followed:

1. Four (4) blanks shall be provided per intersection
2. One-half inch border matching the letter color shall be provided around the perimeter
3. Letters shall be 6 inch – series “B”
4. Superscript letters shall be 2-3/4 inch – series “C”
5. Shall be centered and bolted on post with signs back-to-back with the post between them. Signs shall be riveted together on each end. Rivet shall be in the center of the sign and on-half inch from the outer end.
6. Attach to post, above the stop sign with primary street sign on top of post with cross (secondary) street sign below the primary sign.

## **04 LAYING OUT THE WORK**

The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Agreement. All required layout, both horizontal and vertical, shall be completed under the supervision of a Land Surveyor, who is registered in the State of Florida. Station boards and survey control shall be maintained on-site at all times. Station boards shall be provided every 200 ft at a minimum and survey control shall be provided at every named intersection at a minimum. The construction plans and right-of-way maps, if available, are at the Public Works Department for review. Survey control points disturbed or destroyed by the Contractor shall be replaced by the Contractor's Surveyor at the Contractor's expense. Survey monuments, markers or other survey control points, which will be removed by construction, shall be properly referenced to the right-of-way line prior to removal. Reference monumentation for all survey control shall be provided to the City upon project completion.

## **05 AS-BUILT SURVEY**

The Contractor shall supply a final as-built survey for all Work completed under this agreement. As-built survey shall show the constructed conditions of the City owned or maintained areas and be performed by a Florida Licensed Professional Surveyor and Mapper. The coordinate system shall be Florida State Plane Coordinates, NAD 83 Zone North US Survey feet. Vertical Coordinates shall be referenced to the NAVD 88 datum with elevations given in US Survey feet. As-built plans shall be signed and sealed and be submitted to the City in AutoCAD and pdf electronic drawing format prior to final acceptance.

## **06 SPECIAL PAY ITEM NOTES**

See Sheet No. 9 of the Roadway Plans and modifications to the standard specifications in E2-03.

430-174-218 PIPE CULVERT

Pavement restoration included in this pay items shall be 8 inches of limerock base and 2" of SP-12.5 asphalt.

## **07 UTILITY WORK SCHEDULES**

1. GRU – Communications
2. GRU – Water/Wastewater
3. GRU – Gas
4. GRU – Electric
5. AT&T Florida

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK SCHEDULE**

December 14, 2010

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

**FDOT PROJECT INFORMATION**

|                                      |                            |
|--------------------------------------|----------------------------|
| Financial Project ID: 433989-1-58-01 | Federal Project ID: N/A    |
| State Road Number: OFF SYSTEM        | County: ALACHUA            |
| FDOT Plans Dated: 1/22/2018          | District Document No.: N/A |

**UTILITY AGENCY/OWNER (UAO)**

|                                       |                     |                          |
|---------------------------------------|---------------------|--------------------------|
| Utility Company: GRUCom (Fiber Optic) |                     |                          |
| UAO Project Rep: Neal Beery           | Phone: 352-275-9004 | E-mail: beerynw@gru.com  |
| UAO Field Rep: Eric Chapman           | Phone:              | E-mail: chapmane@gru.com |

**UTILITY SIGNATURE**

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. Neal Beery Date 5/31/2018  
Digitally signed by Neal Beery, DN: cn=Neal Beery, email=beerynw@gru.com, o=GRUCom, ou=  
 Name Neal Beery  
 Title Technical Support Specialist III, GRUCom Engineering

**ENGINEER OF RECORD SIGNATURE**

I attest this utility work schedule is compatible with the FDOT plans referenced above.

FOR \_\_\_\_\_ Date    /    /     
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

**APPROVAL BY DISTRICT UTILITIES**

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. Stefan Broadus Date 06/04/2018  
Digitally signed by Stefan B Broadus, DN: cn=Stefan B Broadus, email=stefan.broadus@fdot.com, o=FDOT, ou=  
 Name STEFAN BROADUS, PE  
 Title PROJECT MANAGER

**SECTION A: SUMMARY OF UTILITY WORK**

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: \_\_\_\_\_ Days during FDOT project construction: \_\_\_\_\_



FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK SCHEDULE**

December 14, 2018

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

**FDOT PROJECT INFORMATION**

|                                      |                            |
|--------------------------------------|----------------------------|
| Financial Project ID: 433989-1-58-01 | Federal Project ID: N/A    |
| State Road Number: OFF SYSTEM        | County: ALACHUA            |
| FDOT Plans Dated: 1/22/2018          | District Document No.: N/A |

**UTILITY AGENCY/OWNER (UAO)**

|   |                     |                            |
|---|---------------------|----------------------------|
| Utility Company: <u>Gainesville Regional Utilities Water / Wastewater</u> |                     |                            |
| UAO Project Rep: Andrew Roberts   | Phone: 352-393-1639 | E-mail: robertsas@gru.com  |
| UAO Field Rep: Keith Halbrook   | Phone: 352-681-7459 | E-mail: halbrookck@gru.com |

**UTILITY SIGNATURE**

I have reviewed the FDOT plans referenced at: Digitally signed by Andrew Roberts and I hereby work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. Andrew Roberts Date 06/13/18  
 Name Andrew S. Roberts, P.E.  
 Title Supervising Engineer

Digitally signed by Andrew Roberts  
DN: cn=US,  
e=robertsas@gru.com,  
o=Gainesville Regional Utilities,  
ou=Water/Wastewater,  
Engineering, CN=Andrew Roberts  
Date: 2018.06.13 13:35:28 -0400

**ENGINEER OF RECORD SIGNATURE**

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR \_\_\_\_\_ Date   /  /    
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

**APPROVAL BY DISTRICT UTILITIES**

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. [Signature] Date 06/12/2018  
 Name STEFAN BROADUS, PE  
 Title PROJECT MANAGER

Digitally signed by Stefan M Broadus  
Date: 2018.06.12 15:40:19 -0400

**SECTION A: SUMMARY OF UTILITY WORK**

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 0 Days during FDOT project construction: 0

Financial Project ID: 433989-1-58-01  
Utility Company: Gainesville Regional Utilities Water /  
Wastewater  
FDOT Plans Dated: 1/22/2018

**SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS**

1. In the event damage occurs to GRU utilities:
  - a. Call GRU W/WW Emergency Dispatch – 352-334-2711
  - b. Notify Andrew Roberts at 352-393-1639 or Keith Halbrook at 352-681-7459
  - c. Issue Cut/Damage Report to the City
2. The Roadway Contractor shall notify Keith Halbrook with GRU at 352-681-7459 for advance notification and scheduling of during construction utility adjustments, as listed on this UWS. GRU requests a 14 day advance notification for all pipe relocations and 5 days for meter or valve adjustments by GRU during construction.
3. The Roadway Contractor (and any Subcontractors) shall at all times allow GRU personnel to access all facilities within the limits of this project as may be required for normal and emergency operations and maintenance of GRU's facilities.
4. The Roadway Contractor shall prevent the entry of asphalt, concrete, debris, and soil material into the water valve box for access operations. If any materials (asphalt, soil, or otherwise) enter the water valve box assembly such that proper engagement of the standard valve wrench on the operating nut is impeded the the Roadway Contractor shall remove such material to the satisfaction of GRU, at no additional cost.
5. GRU W/WW reserves the ability to review the bid price for the installation of any designated work or adjustments by the Roadway Contractor and to self-perform the work based on the costs of the proposed work.
6. All construction materials and methods for potable water, wastewater, and reclaimed water systems shall be in conformance with GRU's most recent Potable Water, Wastewater, & Reclaimed Water System Design Standards, Construction Details, Construction Standards, and Approved Materials Manual. The Roadway Contractor shall submit shop drawings, cut sheets, and other similar materials to the GRU W/WW Field Representative for review and approval prior to ordering materials.
7. For materials for water valve and meter adjustments, please call Emory Prevatt, GRU Water Distribution O&M Manger, at 352-642-4063 Monday through Friday from 7am to 4pm. Materials will be provided to the Roadway Contractor within 72 hours of notification.
8. For materials for sanitary manhole adjustments, please call Dale Connelly, GRU Wastewater Collection O&M Manger, at 352-256-9109 Monday through Friday from 7am to 4 pm. Materials will be provided to the Roadway Contractor within 72 hours of notification.
9. If during the course of this project the Roadway Contractor or the City identifies a utility conflict not identified in the UWS, GRU asks that

Financial Project ID: 433989-1-58-01  
Utility Company: Gainesville Regional Utilities Water /  
Wastewater  
FDOT Plans Dated: 1/22/2018

**SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS**

for each unplanned conflict identified ten (10) days advanced notice are provided for planning and designing of the adjustment of the utility, and a minimum of five (5) days are provided for the construction of each utility relocation.

**10. DEFINITIONS:**

- **LOCATING** - The use of test holes by vacuum excavation or compatible non-destructive equipment of a critical point along a subsurface utility facility's path by exposing the underground utility facility and allowing the precise measurements of the depth and horizontal position to be collected.
- **DESIGNATING** - Utilizing electromagnetic, magnetic, sonic, and other energy fields for determining the existence and approximate horizontal location of underground utilities. Underground utility facilities will be marked by stakes, flags, paint, or other suitable materials in varying combinations dependent upon surface conditions using American Public Works Association Utility Location Coordination Council Color Codes.
- **PROTECT** - Protection shall include, but not limited to, permittee's use of an on-site representative during active construction activities. During excavation operations, representatives may be required to physically expose underground utility facilities, provide any necessary support to the facilities, and/or cover aerial facilities as deemed necessary to aid construction.





Financial Project ID: 433989-1-58-01  
Utility Company: GRU-GAS  
FDOT Plans Dated: 1/22/2018

**SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS**

1. Emergency Contact Number for Gainesville Regional Utilities Gas Department (352) 334-2550
2. Locate/Protect: Call 811 Before You Dig.  
Also, contact GRU Gas, Philip Lancaster at (352) 334-6078, one (1) month in advance of the start of construction. Notify a minimum of five (5) days in advance of pre-construction and on-site field meetings.
3. Report all GRU Gas facilities damage immediately to Wesley Lester; GRU Gas Operations Supervisor at (352) 334-6022.

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK SCHEDULE**

December 14, 2018

Financial Project ID: 433989-1-58-01  
Utility Company: GRU-GAS  
FDOT Plans Dated: 1/22/2018

**SECTION C: UAO's WORK ACTIVITIES**

| Act. No. | Utility Facility (type, size, material, status) | From Station/Offset | To Station/Offset | Utility Work Activity Description | Dependent Activity | TCP Phase | Consecutive Calendar Days |               |
|----------|---|---------------------|-------------------|-----------------------------------|--------------------|-----------|---------------------------|---------------|
|          |   |                     |                   |                                   |                    |           | Prior to Const.           | During Const. |
| 1        | ENGINEERING<br>N/A                              | **                  | **                | **                                | **                 | **        | 0                         | 0             |
| 2        | PERMITTING<br>N/A                               | **                  | **                | **                                | **                 |           |                           |               |
| 3        | MATERIALS PROCUREMENT<br>N/A                    | **                  | **                | **                                | **                 | **        | 0                         | 0             |
| 4        | RELOCATION DETAILS<br>N/A                       |                     |                   |                                   |                    | ALL       | 0                         | 0             |
|          | LOCATE & PROTECT DETAILS                        |                     |                   |                                   |                    |           |                           |               |
| A.       | 3" MDPE CROSSING                                | 41+5,48<br>LT       | 41+5,47<br>RT     | LOCATE / PROTECT GAS MAIN         | N/A                | ALL       | 0                         | 0             |
| B.       | 3" MDPE   | 41+5,48<br>RT       | 46+61,47<br>RT    | LOCATE / PROTECT GAS MAIN         | N/A                | ALL       | 0                         | 0             |
| C.       | 4" MDPE CROSSING                                | 46+61,35<br>LT      | 46+61,47<br>RT    | LOCATE / PROTECT GAS MAIN         | N/A                | ALL       | 0                         | 0             |
|          | END OF WORK SCHEDULE                            |                     |                   |                                   |                    |           |                           |               |
|          |   |                     |                   |                                   |                    |           |                           |               |
|          |   |                     |                   |                                   |                    |           |                           |               |
|          |   |                     |                   |                                   |                    |           |                           |               |
|          |   |                     |                   |                                   |                    |           |                           |               |
|          |   |                     |                   |                                   |                    |           |                           |               |

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

**FDOT PROJECT INFORMATION**

|                                      |                            |
|--------------------------------------|----------------------------|
| Financial Project ID: 433989-1-58-01 | Federal Project ID: N/A    |
| State Road Number: OFF SYSTEM        | County: ALACHUA            |
| FDOT Plans Dated: 1/22/2018          | District Document No.: N/A |

**UTILITY AGENCY/OWNER (UAO)**

|                                  |                     |                           |
|----------------------------------|---------------------|---------------------------|
| Utility Company: GRU <i>Elec</i> |                     |                           |
| UAO Project Rep: Keith Wheeler   | Phone: 352-334-6023 | E-mail: wheelerkm@gru.com |
| UAO Field Rep: Gary Sutton       | Phone: 352-334-6084 | E-mail: suttongw@gru.com  |

**UTILITY SIGNATURE**

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. Keith Wheeler Digitally signed by Keith Wheeler  
DN: cn=Keith Wheeler, o=GRU, ou=GRU, email=kwheeler@gru.com Date 1 / 18 / 2018  
 Name Keith Wheeler  
 Title Energy Delivery Facilities Specialist

**ENGINEER OF RECORD SIGNATURE**

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR: \_\_\_\_\_ Date  / /   
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

**APPROVAL BY DISTRICT UTILITIES**

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. Stefan Broadus Digitally signed by Stefan Broadus  
DN: cn=Stefan Broadus, o=FDOT, ou=District Utilities, email=stefan.broadus@fdot.com Date 06 / 27 / 2018  
 Name STEFAN BROADUS, PE  
 Title PROJECT MANAGER

**SECTION A: SUMMARY OF UTILITY WORK**

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 0 Days during FDOT project construction: 0

Financial Project ID: 433989-1-58-01  
Utility Company: GRU  
FDOT Plans Dated: 1/22/2018

**SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS**

1. All electric cable/equipment damages must be reported to the GRU Distribution Dispatch at (352)334-6430 immediately.
2. The City or County Contractor & any Subcontractors shall at all times allow GRU vehicles, equipment, & personnel access to all facilities within the limits of this project as maybe required for normal and emergency operation and maintenance of existing and proposed facilities.
3. Please notify the GRU Electric Line Foreman (Gary Sutton 352-334-6084) if any demolitions with nearby electric facilities pose an issue or problem with work scheduled.
4. The Roadway Contractor shall notify GRU Electric Line Foreman (Gary Sutton 352-334-6084) for advance notification and scheduling of during construction utility adjustments, as listed on this UWS. GRU requests a 14 day advance notification for all electric adjustments by GRU during construction.



**UTILITY WORK SCHEDULE**

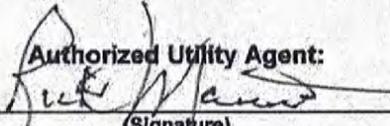
|   |                            |
|---|----------------------------|
| <b>Project: SW 27th St Multi-Use Trail</b>          | <b>City of Gainesville</b> |
| <b>County: Alachua</b>                              |                            |
| <b>Document # : 1</b>                               |                            |
| <b>Utility Agency/Owner (UAO): AT&amp;T Florida</b> |                            |

**A. Summary of Utility Work And Execution**

|  | Estimated Time<br>(calendar days) |
|--|-----------------------------------|
| Total Time Prior To Project Construction | <u>00</u>                         |
| Total Time During Project Construction   | <u>4</u>                          |

The Following data is based on preliminary construction plans dated 01/22/18. Any deviation by the City or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by the City of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the City in writing prior to starting, stopping, resuming, or completing work.

|                             |                           |                   |                            |
|-----------------------------|---------------------------|-------------------|----------------------------|
| UAO Project Representative: | <u><b>Rick Marino</b></u> | Telephone Number: | <u><b>352.284.8110</b></u> |
| UAO Field Representative:   | <u><b>Ken Rouw</b></u>    | Telephone Number: | <u><b>904.206.3420</b></u> |

|  |   |   |
|--|---|---|
| <p><b>Authorized Utility Agent:</b></p> <p><u></u><br/>(Signature)</p> <p><u><b>Rick Marino</b></u><br/>(Printed Name)</p> <p><u><b>Mgr OSP Ping &amp; Eng Design</b></u><br/>(Title)</p> <p><u><b>2-28-18</b></u><br/>(Date)</p> | <p><b>**Engineer of Record (EOR):</b></p> <p>_____<br/>(Signature)</p> <p>_____<br/>(Printed Name)</p> <p>_____<br/>(Title)</p> <p>_____<br/>(Date)</p> | <p><b>Acceptance by District Utilities:</b></p> <p>_____<br/>(Signature)</p> <p>_____<br/>(Printed Name)</p> <p>_____<br/>(Title)</p> <p>_____<br/>(Date)</p> |
|--|---|---|

**(\*\*When requested by the District, the EOR will attest to compatibility of plans, specifications and Utility Work Schedule)**

**UTILITY WORK SCHEDULE**

|   |                                  |                     |
|---|----------------------------------|---------------------|
| Project: SW 27th St Multi-Use Trail   |                                  | City of Gainesville |
| County: Alachua   |                                  |                     |
| Document #: 1   |                                  |                     |
| Utility Agency/Owner (UAO): AT&T Florida  |                                  |                     |
| B.  | Special Conditions / Constraints |                     |
| <p>1) The contractor is to contact Rick Marino, MGR OSP PIng &amp; Eng Design @ 352.284.8110, 5 business days prior to start of construction.</p> <p>2) This work schedule is based on calendar days as shown in sections A &amp; C. AT&amp;T Florida's working hours are (5) day work week, Monday thru Friday, 8 hours a day. Any request for work activities outside that time frame will need to be coordinated at least 48 hours in advance of required work.</p> <p>3) All staking of existing &amp; proposed Right of Way to allow proper installation of AT&amp;T Florida facilities, as indicated on the Utility Work Schedule, shall be performed by the City of Gainesville and/or the City of Gainesville Contractor. The City of Gainesville contractor shall coordinate with AT&amp;T Florida and stake items requested. AT&amp;T Florida to give at least 36 hour notice for items needing staking.</p> <p>4) Monitor &amp; Protect activities to be provided by AT&amp;T Florida master contractor who will work closely with the City of Gainesville contractor to eliminate conflicts. AT&amp;T Florida must have 36 hour notice to mobilize.</p> <p>5) The City of Gainesville Contractor &amp; any Subcontractors shall at all times allow AT&amp;T Florida vehicles, equipment, &amp; personnel access to all facilities within the limits of this project as maybe required for normal and emergency operation and maintenance of existing and proposed facilities.</p> <p>6) All cable damages must be reported to the repair department at 1.877.737.2478</p> |                                  |                     |

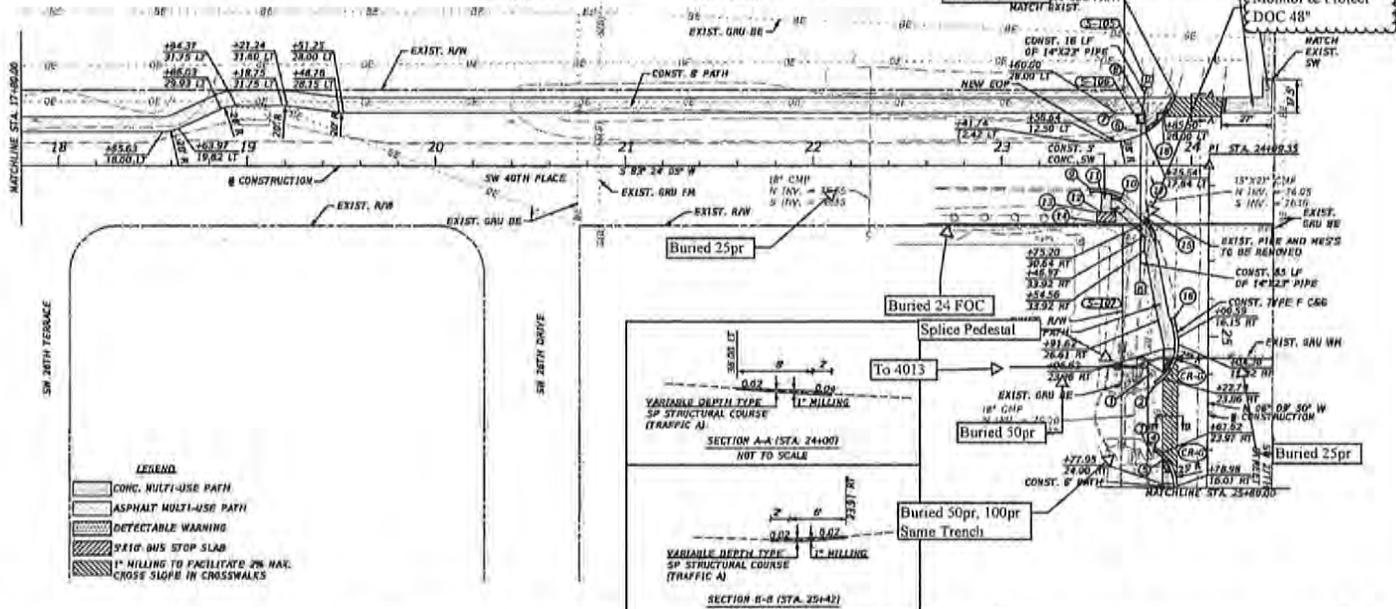
**UTILITY WORK SCHEDULE**

| Project: SW 27th St Multi-Use Trail   |   | City of Gainesville  |                           |                                  |
|---|---|--|---------------------------|----------------------------------|
| County: Alachua   |   |  |                           |                                  |
| Document #: 1   |   |  |                           |                                  |
| Utility Agency/Owner (UAO): AT&T Florida  |   |  |                           |                                  |
| <b>C.</b>   | <b>Disposition of Facilities (List All Existing &amp; Proposed) on Project:</b> |  |                           |                                  |
| UTILITY FACILITIES BY STATUS/<br>TYPE/SIZE/MATERIAL/OFFSET TO<br>BASELINE FROM STA TO STA | DESCRIPTION<br>OF<br>UTILITY WORK   | DEPENDENT ACTIVITIES   | M.O.T.<br>PHASE<br>NUMBER | CONSECUTIV<br>E CALENDAR<br>DAYS |
| <b>Buried 24 FOC</b>  | Remain  |  |                           |                                  |
| Sta 10+50 to Sta 16+10<br>o/s varies 36' to 71' Lt  | Sta 15+84 Lt, Monitor & Protect   | Construction 24" RCP, S102 to S103   | 1                         | 1                                |
| <b>Cable Marked</b>   | Relocate to Right of Way  | Right of way clearly marked  | 1                         | ½                                |
| Sta 12+15, 33' Lt   |   |  |                           |                                  |
| <b>Fiber Splice Handhole</b>  | Adjust to final grade   | Final Grade & Cross slope to be provided by City of Gainesville Contractor | 1                         | 1                                |
| Sta 12+20, o/s 30' Lt   |   |  |                           |                                  |
| <b>Cable Marked</b>   | Relocate to Right of Way  | Right of way clearly marked  | 1                         | ½                                |
| Sta 12+25, o/s 33' Lt   |   |  |                           |                                  |
| <b>Buried 24 FOC</b>  | Remain  |  |                           |                                  |
| Sta 22+60 to 23+09.35<br>o/s 31' Rt   | Sta 23+73 Rt, Monitor & Protect   | Construction 14" x 23" RCP, S106 to S107                                   | 1                         | 1                                |
| <b>Buried 25pr</b>  | Remain  | N/A  | 0                         | 0                                |
| Sta 25+12 to Sta 25+16<br>o/s 45' Rt to 35' Lt  |   |  |                           |                                  |
| <b>Buried 50pr, 100pr, same trench</b>  | Remain  | N/A  | 0                         | 0                                |
| Sta 25+12 to Sta 26+18<br>o/s varies 33' to 45' Rt  |   |  |                           |                                  |
| <b>Buried 2-24 FOCs, 48 FOC, 600pr, 900pr</b>   | Remain  | N/A  | 0                         | 0                                |
| Sta 40+93 to Sta 41+00<br>o/s 45' Rt to 30' Lt  |   |  |                           |                                  |



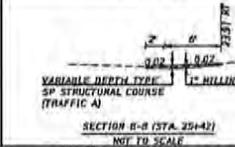
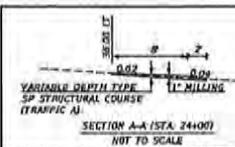


- EXISTING TREES IN THESE AREAS SHALL REMAIN. TREE TRIMMING OR ROOT PRUNING MAY BE REQUIRED TO PROVIDE CLEARANCE OVER PROPOSED PATH. EXISTING LANDSCAPING ROCKS THAT CONFLICT WITH PROPOSED PATH SHALL BE RELOCATED BEHIND PROPOSED PATH WITHIN THE EXISTING LANDSCAPING AREA.
- 1 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 2 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 3 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 4 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 5 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 6 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 7 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 8 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 9 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 10 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 11 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 12 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 13 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
  - 14 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.
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  - 100 END TYPE F C&G CONST. STRAIGHT END TRANS. MATCH EXIST.



**LEGEND**

- CONC. MULTI-USE PATH
- ASPHALT MULTI-USE PATH
- DETECTABLE WARNING
- 2X10 BUS STOP SLAB
- 1" MILLING TO FACILITATE 2% MAX. CROSS SLOPE IN CROSSWALKS



| REVISIONS |             | DESCRIPTION |             |
|-----------|-------------|-------------|-------------|
| DATE      | DESCRIPTION | DATE        | DESCRIPTION |
|           |             |             |             |
|           |             |             |             |

|   |  |  |  |           |
|---|--|--|--|-----------|
| OAMP, Inc.<br>2882 REMINGTON GREEN CIRCLE<br>TALLAHASSEE, FL 32308<br>PHONE: (850) 582-9000 FAX: (850) 375-5544<br>CERTIFICATE OF AUTHORIZATION NO. 2648<br>AMY E. HUDSON, P.E. LICENSE NO. 67509 |  | CITY OF GAINESVILLE<br>PUBLIC WORKS DEPARTMENT<br>ROAD NO. COUNTY FINANCIAL PROJECT ID<br>27TH ST ALACHUA 43398A-58-01 |  | SHEET NO. |
|---|--|--|--|-----------|

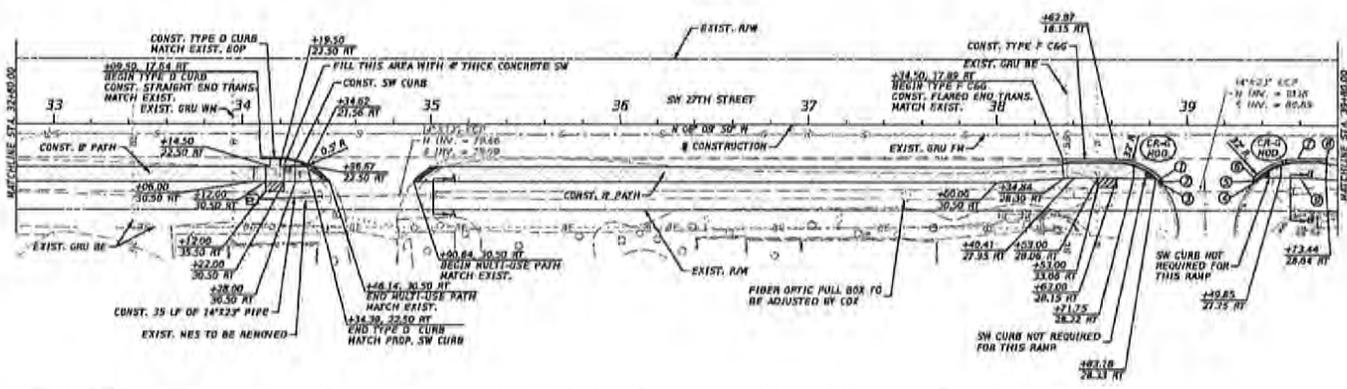
**PLAN SHEET**



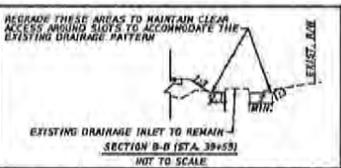
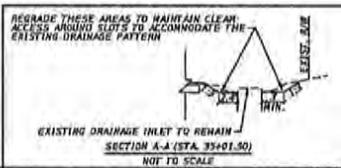
- ① +486.07, 28.35 RT  
END MULTI-USE PATH  
END TYPE F C&G  
MATCH EXIST.
- ② TRANSITION PROPOSED DROP CURB  
AT RAMP TO MATCH EXIST. CURB  
WIDTH AND HEIGHT
- ③ +487.13, 31.51 RT  
END CURB HEIGHT  
WIDTH TRANSITION  
MATCH EXIST. CURB
- ④ +34.56, 31.05 RT  
BEGIN CURB HEIGHT  
WIDTH TRANSITION  
MATCH EXIST. CURB
- ⑤ TRANSITION FROM EXIST. CURB  
WIDTH AND HEIGHT TO MATCH  
PROPOSED DROP CURB AT RAMP
- ⑥ +35.58, 27.81 RT  
BEGIN MULTI-USE PATH  
BEGIN TYPE F C&G  
MATCH EXIST.
- ⑦ +58.77  
17.71 RT
- ⑧ +34.50, 17.89 RT  
END TYPE F C&G  
CONST. FLARED END TRANS.  
MATCH EXIST.
- ⑨ +48.00  
27.78 RT



SEE GRADING DETAIL SHEETS FOR ADDITIONAL INFORMATION

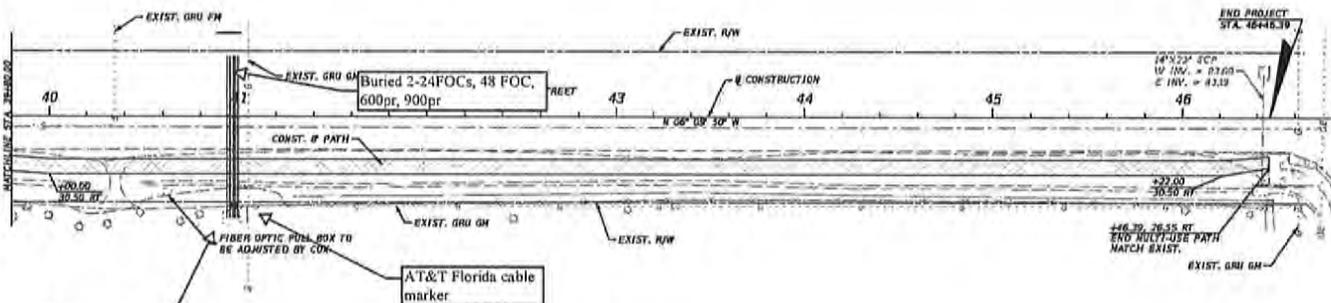
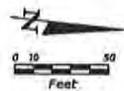


- LEGEND**
- CONC. MULTI-USE PATH
  - ASPHALT MULTI-USE PATH
  - DETECTABLE WARNING
  - 9'X10' BUS STOP SEAB
  - 1\"/>



| DATE | DESCRIPTION | REVISIONS | DATE | DESCRIPTION | DAMP, Inc.<br>2882 REMINGTON GREEN CIRCLD<br>TALLAHASSEE, FL 32308<br>PHONE: (904) 565-9600 FAX: (904) 575-5544<br>CERTIFICATE OF AUTHORIZATION NO. 3648<br>AMY G. HUDSON, P.E. LICENSE NO. 67503 | CITY OF GAINESVILLE<br>PUBLIC WORKS DEPARTMENT | ROAD NO.<br>27TH ST | COUNTY<br>ALACHUA | FINANCIAL PROJECT ID<br>4335894-SR-01 | SHEET<br>NO. |
|------|-------------|-----------|------|-------------|---|--|---------------------|-------------------|---------------------------------------|--------------|
|      |             |           |      |             |   |  |                     |                   |                                       |              |

PLAN SHEET



AT&T Florida Easement with Remote Switch Equipment & Cross Connect cabinet

**LEGEND**

- CONC. MULTI-USE PATH
- ASPHALT MULTI-USE PATH
- DETECTABLE WARNING
- 9X12 BUS STOP SLAB
- 1" MILLING TO FACILITATE 2% MAX. CROSS SLOPE IN CROSSWALKS

| REVISIONS |             | DESCRIPTION | GRAMP, INC.<br>2882 REMINGTON GREEN CIRCLE<br>TALLAHASSEE, FL 32308<br>PHONE: (850) 562-0600 FAX: (850) 575-5544<br>CERTIFICATE OF AUTHORIZATION NO. 2648<br>AMY E. HUDSON, P.E., LICENSE NO. 97509 | CITY OF GAINESVILLE<br>PUBLIC WORKS DEPARTMENT |                |                      | <b>PLAN SHEET</b><br>SHEET NO. |
|-----------|-------------|-------------|---|--|----------------|----------------------|--------------------------------|
| DATE      | DESCRIPTION |             |   | ROAD NO.                                       | COUNTY         | FINANCIAL PROJECT ID |                                |
|           |             |             | 27TH ST   | ALACHUA  | 433988-1-58-01 |                      |                                |